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

Date of Report (Date of earliest event reported): November 9, 2015

SIEBERT FINANCIAL CORP.

(Exact name of registrant as specified in its charter)

New York	**0-5703**	**11-1796714**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

885 Third Avenue, New York, New York	**10022**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(212) 644-2400**

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On November 9, 2015, the Registrant's wholly-owned subsidiary, Muriel Siebert & Co., Inc. ("MS&Co"), entered into a purchase agreement pursuant to which Siebert Brandford Shank Financial, LLC ("SBSF") repurchased MS&Co's 49% membership interest in SBSF for an aggregate purchase price of $8.0 million, $4.0 million of which was paid in cash at closing and the balance of which was paid in the form of a secured junior subordinated promissory note in the principal amount of $4.0 million (the "SBSF Junior Note"). The SBSF Junior Note ranks junior in right of payment to up to $5.0 million of subordinated indebtedness incurred by SBSF at the time of the repurchase closing (the "SBSF Senior Debt"). The SBSF Junior Note is secured by a pledge by SBSF's post-closing members of a number of the outstanding membership interests of SBSF that at all times will equal no less than 49% of the outstanding SBSF membership interests on a fully diluted basis. The SBSF Junior Note matures on November 9, 2020 and bears interest at a rate per year equal to 8% compounding monthly and payable in full at maturity. The SBSF Junior Note does not require any principal amortization before maturity; however, SBSF has the option to prepay the interest or principal without penalty. The SBSF Junior Note is subject to covenants and events of defaults that are substantially equivalent to those applicable to the SBSF Senior Debt, including covenants restricting debt and lien incurrence by SBS and SBSF; provided that the SBSF Junior Note is subject to customary intercreditor arrangements with the holders of the SBSF Senior Debt. Immediately upon the dissolution, liquidation, termination or expiration of SBSF or the SBS, or a change of control of SBSF or SBS, or sale of all or substantially all of their consolidated assets, SBSF is obligated to prepay all of the then outstanding balance of the Junior Subordinated Note.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On November 9, 2015, the Registrant completed the disposition of its 49% equity interest in SBSF the purchase agreement referenced in Item 1.01, above.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

2.1 Purchase Agreement, dated as of November 9, 2015, by and among , Muriel Siebert & Co., Inc. and Siebert Brandford Shank Financial, LLC.

2.2 Junior Subordinated Promissory Note dated November 9, 2015, issued by Siebert Brandford Shank Financial, LLC to Muriel Siebert & Co., Inc.

2.3 Pledge Agreement, dated as of November 9, 2015, by and among , Muriel Siebert & Co., Inc., Siebert Brandford Shank Financial, LLC, Suzanne F. Shank, Cisneros and Miramontes Holdings, LLC, William C Thompson, Jr. and Sean Duffy.

99.1 Press Release dated November 9, 2015.

SIGNATURES

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

Dated: November 10, 2015

By: *\/s\/ Joseph M. Ramos, Jr.*
Joseph M. Ramos, Jr.
EVP, Chief Operating Officer, Chief Financial Officer and Secretary

EXHIBIT 2.1

PURCHASE AGREEMENT

BY AND BETWEEN

MURIEL SIEBERT & CO., INC.,

AND

SIEBERT BRANDFORD SHANK FINANCIAL, LLC

November 9, 2015

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EXHIBITS

Exhibit A	Form of Senior Subordinated Loan Agreement
Exhibit B	Form of Buyer Operating Agreement
Exhibit C	Form of Subordination Agreement
Exhibit D	Form of Junior Subordinated Note
Exhibit E	Form of Pledge Agreement

PURCHASE AGREEMENT

PURCHASE AGREEMENT (this "***Agreement***"), dated as of November 9, 2015, by and between Muriel Siebert & Co., Inc., a Delaware corporation ("***Seller***") and Siebert Brandford Shank Financial, LLC, a Delaware limited liability company ("***Buyer***").

RECITALS:

WHEREAS, Seller is the record and beneficial owner of membership interests of Buyer (the "***Buyer Membership Interests***") representing 49% of all of the issued and outstanding Buyer Membership Interests as of the date hereof (the "***Seller Interests***") and all of the other Buyer Membership Interests that are issued and outstanding shall, concurrently with the Closing hereunder, be owned beneficially and of record by Suzanne F. Shank, Cisneros and Miramontes Holdings, LLC, a Texas limited liability company, William C. Thompson, Jr. and Sean Duffy (each a "***Buyer Member***" and, collectively, the "***Buyer Members***");

WHEREAS, Seller desires to sell, transfer and assign, and Buyer desires to purchase, all of the Seller Interests upon the terms and subject to the limitations and conditions hereinafter set forth;

WHEREAS, contemporaneously with the execution and delivery of this Agreement (a) Buyer is entering into that certain Senior Subordinated Loan Agreement, dated as of the date hereof, by and between Buyer and Metro Bank, in the form of **Exhibit A** hereto (the "***Senior Subordinated Loan Agreement***"), (b) Buyer and the Buyer Members are entering into that certain Amended and Restated Limited Liability Company Agreement, dated as of the date hereof, in the form of **Exhibit B** hereto (the "***Buyer Operating Agreement***"), and (c) Seller is entering into that certain Subordination Agreement, dated as of the date hereof, by and between Seller and Metro Bank, in the form of **Exhibit C** hereto (the "***Subordination Agreement***"); and

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 **Certain Definitions**. The following terms shall have the following meanings:

"***Agreement***" has the meaning set forth in the Preamble.

"***Buyer***" has the meaning set forth in the Preamble.

"***Buyer Indemnified Persons***" has the meaning set forth in **Section 8.1(b)**.

"***Buyer Member***" has the meaning set forth in the Preamble.

"***Buyer Operating Agreement***" has the meaning set forth in the Recitals.

"***Capital Markets Purchase Agreement***" means that certain Asset Purchase Agreement, dated as of November 4, 2014, by and between Seller, Buyer and SBS.

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

"***Contract***" has the meaning set forth in **Section 4.2(b)**.

"***Damages***" has the meaning set forth in **Section 8.1(b)**.

"***D&O Indemnified Party***" has the meaning set forth in **Section 6.8(a)**.

"***D&O Indemnifying Parties***" has the meaning set forth in **Section 6.8(b)**.

"***FINRA***" means the Financial Industry Regulatory Authority.

"***Governmental Entity***" has the meaning set forth in **Section 4.2(c)**.

"***Indemnified Party***" has the meaning set forth in **Section 8.2(b)(i)**.

"***Indemnifying Party***" has the meaning set forth in **Section 8.2(b)(i)**.

"***Junior Subordinated Note***" has the meaning set forth in **Section 2.2**.

"***Law***" means any federal, state, local or foreign statute, law, regulation, judgment, order or decree of any Governmental Entity.

"***Liens***" has the meaning set forth in **Section 4.2(b)**.

"***Parent***" has the meaning set forth in **Section 6.1(b)**.

"***Person***" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

"***Pledge Agreement***" has the meaning set forth in **Section 2.2**.

"***Purchase Price***" has the meaning set forth in **Section 2.2**.

"***Restricted Period***" has the meaning set forth in **Section 6.1(b)**.

"***SBS***" means Siebert, Brandford, Shank & Co., LLC, a Delaware limited liability company and wholly owned subsidiary of Buyer.

"***SBS Business***" means the business, as conducted by SBS and Buyer on the date hereof, of (a) municipal underwriting and financial advisory services to state and local governments for the funding of education, housing, health services, transportation, utilities, capital facilities, redevelopment and general infrastructure projects, and (b) acting as co-manager, underwriting syndicate member, or selling group member in respect of securities offerings for corporations and Federal agencies, and related investment banking and institutional equity execution services and brokerage service to both institutional investors and equity and fixed-income issuers.

"***SBS Collateral Agreement***" means that certain Collateral Agreement by and between SBS and Seller in connection with the issuance of the SBS Secured Demand Note.

"***SBSF Operating Agreement***" means that certain Siebert Brandford Shank Financial, LLC Operating Agreement, dated as of November 4, 2014.

"***SBS Secured Demand Note***" means that certain secured demand note, issued by SBS to Seller in the aggregate principal amount of $1,200,000.

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

"***Seller Indemnified Persons***" has the meaning set forth in **Section 8.1(c)**.

"***Third Party Claim***" has the meaning set forth in **Section 8.2(b)(i)**.

"***Transaction Documents***" shall mean this Agreement, Junior Subordinated Note, the Pledge Agreement, the Subordination Agreement and any other documents or instruments executed and delivered by Seller in connection with the transactions contemplated hereby and thereby.

Section 1.2 **Certain Matters of Construction**. In addition to the definitions referred to or set forth in **Section 1.1**:

(a) The words "hereof," "herein," "hereunder" and words of similar import shall refer to this Agreement as a whole (including Exhibits) and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof.

(b) Definitions shall be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender shall include each other gender.

(c) The term "or" is not exclusive.

(d) Any Law defined or referred to herein means such Law as from time to time amended, modified or supplemented, including by succession of comparable successor Law.

(e) References to a Person are also to its permitted successors and assigns.

(f) All references in this Agreement to any Exhibit shall, unless the context otherwise requires, be deemed to be a reference to an Exhibit to this Agreement, as the case may be, as such may be amended in accordance with this Agreement, all of which are made a part of this Agreement.

(g) The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

ARTICLE II
PURCHASE AND SALE

Section 2.1 **Sale and Transfer of Seller Interests**. On the terms and subject to the conditions set forth herein, at the Closing Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, the Seller Interests, free and clear of all Liens, other than restrictions on transfers of securities pursuant to state or federal securities laws.

Section 2.2 **Purchase Price**. The aggregate purchase price to be paid for the Seller Interests (the "***Purchase Price***") shall be Eight Million Dollars ($8,000,000.00), (i) Four Million Dollars ($4,000,000.00) of which shall be paid in cash at Closing by wire transfer of immediately available funds to an account or accounts designated in writing by Seller, and (ii) Four Million Dollars ($4,000,000.00) of

which shall be paid by at Closing by the issuance of a junior subordinated promissory note in the form of **Exhibit D** hereto (the "***Junior Subordinated Note***"). The obligations of Buyer pursuant to the Junior Subordinated Note shall be secured in accordance with the terms and conditions of that certain Pledge Agreement, dated as of the date hereof, between Buyer and Seller, in the form of **Exhibit E** hereto (the "***Pledge Agreement***").

Section 2.3 **Repayment of SBS Secured Demand Note**. On the terms and subject to the conditions set forth herein, at Closing (a) Buyer shall repay in full all outstanding principal, interest and other amounts due and owing to Seller in respect of the SBS Secured Demand Note, (b) Seller shall take all such actions as are commercially reasonable necessary, including without limitation the execution and delivery of customary documents and instruments, to release any and all security interests in collateral securing the SBS Secured Demand Note pursuant to the SBS Collateral Agreement, and (c) the SBS Collateral Agreement shall thereupon be terminated without any further action on the part of the parties thereto.

Section 2.4 **Capital Markets Purchase Agreement**. The parties hereto acknowledge and agree that (a) this Agreement will not limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the parties under the Capital Markets Purchase Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Capital Markets Purchase Agreement, all of which shall continue in full force and affect, and (b) without limiting the generality of clause (a), nothing in this Agreement shall have any effect on the obligations of Buyer to make any payments to Seller pursuant to Section 2.5 of the Capital Markets Purchase Agreement.

ARTICLE III
CLOSING

Section 3.1 **Closing Time and Place**. The closing of the purchase and sale of the Seller Interests against payment of the Purchase Price (the "***Closing***") shall take place at 10:00 a.m., New York time, at the offices of Norton Rose Fulbright US LLP, 666 Fifth Avenue, New York, New York 10103, as soon as practicable, but no later than two business days after the satisfaction or waiver (subject to applicable law) of each of the conditions set forth in **ARTICLE VII** hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions). Failure to consummate the transactions provided for in this Agreement on the date and time selected pursuant to this **Section 3.1** shall not, except as permitted by **ARTICLE IX** hereof, result in the termination of this Agreement and shall not relieve any party to this Agreement of any obligation hereunder. The date the Closing occurs is referred to herein as the "***Closing Date***".

Section 3.2 **Further Assurances**. At the Closing and from time to time thereafter Seller shall execute such additional instruments and take such other actions as Buyer may reasonably request in order to (a) effectively sell, transfer and assign the Seller Interests to Buyer and confirm Buyer's title to the Seller Interests, and (b) effectively terminate the SBS Secured Demand Note and release any and all security interests in collateral securing the SBS Secured Demand Note pursuant to the SBS Collateral Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this **ARTICLE IV** are true, correct and complete as of the date of this Agreement.

Section 4.1 **Organization, Standing and Power**. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has the corporate power to own its properties and to carry on the Business as now being conducted.

Section 4.2 **Authority; Validity and Enforceability; No Conflicts; Consents.**

(a) Seller has all requisite corporate power and authority to enter into this Agreement and each of the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been, and each of the other Transaction Documents will be, duly executed and delivered by Seller. This Agreement constitutes, and each of the other Transaction Documents will constitute, the valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except that such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and is subject to general principles of equity.

(b) The execution and delivery of this Agreement and each of the other Transaction Documents by Seller does not, and the consummation of the transactions contemplated hereby and thereby will not, assuming compliance with the matters referred to in the next sentence, require any consent or other action by any Person under, or conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or result in the triggering of any payment or other obligation under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or result in the creation of any pledge, claim, lien, charge, encumbrance, restriction or security interest of any kind or nature whatsoever (collectively, "***Liens***") in or upon any of the properties or assets of Seller under, (i) any provision of the organizational and governing documents of Seller or (ii) any mortgage, indenture, lease, contract or other agreement, obligation, commitment, arrangement, understanding or instrument (each, a "***Contract***") to which Seller is a party or by which Seller or any of its assets or properties are bound, or any Law, Permit, concession, franchise or license applicable to Seller or any of its properties or assets, except in each case as would not prevent, materially alter or delay any of the transactions contemplated by this Agreement.

(c) No consent, approval, order or authorization of, or registration, declaration or filing with, any supranational, national, state, municipal, local or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (each a "***Governmental Entity***") is required by or with respect to Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby, except for such consents, authorizations, filings, approvals and registrations which, if not obtained or made, would not prevent, materially alter or delay any of the transactions contemplated by this Agreement.

Section 4.3 **Ownership.** The Seller Interests are owned of record and beneficially by Seller, free and clear of Liens, other than restrictions on transfers of securities pursuant to state or federal securities laws. Seller has not granted any option or right, and is not a party to or bound by any Contract that requires or, upon the passage of time, the payment of money or occurrence of any other event, would require, Seller to transfer any of the Seller Interests to anyone other than Buyer.

Section 4.4 **Brokers' and Finders' Fees**. Seller has not paid or become obligated to pay any fee or commission to any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this **ARTICLE V** are true, correct and complete as of the date of this Agreement.

Section 5.1 **Organization**. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with full limited liability company power and authority to own or lease its properties and carry on its business as presently conducted.

Section 5.2 **Authority; Validity and Enforceability; No Conflicts; Consents**. Buyer has all requisite limited liability company power and authority to enter into this Agreement and each of the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of Buyer. This Agreement has been, and each of the Transaction Documents will be, duly executed and delivered by Buyer and constitutes or will constitute the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except that such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and is subject to general principles of equity. The execution and delivery of this Agreement and each of the other Transaction Documents by Buyer does not and the consummation of the transactions contemplated hereby and thereby will not, assuming compliance with the matters referred to in the next sentence, require any consent or other action by any Person under, or conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or result in the triggering of any payment or other obligation under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under, or result in the creation of any Lien (other than pursuant to the credit facility to be entered into by Buyer in connection with the consummation of the transactions contemplated hereby) in or upon any of the properties or assets of Buyer, under, (i) any provision of its organizational and governing documents, or (ii) any Contract to which Buyer is a party or by which Buyer or any of its assets or properties are bound, or any Law, Permit, concession, franchise or license applicable to Buyer or any of its properties or assets.. No consent, approval, order or authorization of or registration, declaration or filing with any Governmental Entity is required by or with respect to Buyer in connection with the execution and delivery of this Agreement by Buyer or the consummation by Buyer the transactions contemplated hereby, except for (i) except for compliance with and of the rules and regulations of FINRA, and (ii) such consents, authorizations, filings, approvals and registrations which, if not obtained or made, would not prevent, materially alter or delay any of the transactions contemplated by this Agreement.

Section 5.3 **Brokers**. Except Griffin Financial Group LLC, the fees of which shall be paid solely by Buyer, Buyer has not paid or become obligated to pay any fee or commission to any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement.

ARTICLE VI
ADDITIONAL AGREEMENTS

Section 6.1 **Restrictive Covenants**.

(a) Seller acknowledges that its management has extensive knowledge and a unique understanding of the SBS Business and has had access to all of the proprietary and confidential information used in the SBS Business. Seller further acknowledges that if it or its Affiliates were to

compete with Buyer in such business following the Closing, great harm could come to Buyer and the SBS Business, thereby impairing the value associated with the purchase of Seller Interests and the goodwill of the SBS Business.

(b) In furtherance of the sale of the Seller Interests to Buyer hereunder by virtue of the transaction contemplated by this Agreement and to more effectively protect the value of the SBS Business, Seller covenants and agrees that, for a period five (5) years from and after the Closing Date (the "***Restricted Period***"), it shall not, and shall cause Siebert Financial Corp., a New York corporation ("***Parent***"), not to, whether for compensation or without compensation, directly or indirectly, as an owner, principal, partner, member, shareholder, independent contractor, director, consultant, joint venturer, investor, licensor, lender or in any other capacity whatsoever, alone, or in association with any other Person, carry on, be engaged or take part in, or render services or advice to, own, share in the earnings of, invest in the stocks, bonds or other securities of, or otherwise become financially interested in, any Person engaged in a business that is competitive to the SBS Business using the "Siebert" name or any derivation thereof anywhere in the United States. For avoidance of doubt, nothing in this Agreement shall be construed as placing any restriction on the business or operations of any direct or indirect shareholder of Parent or on the use by Seller, Parent or any direct or indirect shareholder of Seller of the "Siebert" name or any derivation thereof in connection with any business other than a business that competes with the SBS Business.

(c) The covenants set forth in this **Section 6.1** (the "***Restrictive Covenants***") have been separately bargained for to protect the business, including goodwill, being acquired by Buyer hereunder and to ensure that Buyer shall have the full benefit of the value thereof. Seller recognizes and acknowledges that the business and markets of Buyer are national in scope, and that Buyer is investing substantial sums in purchasing the Seller Interests and in consideration for the Restrictive Covenants contained herein, that such covenants are necessary in order to protect and maintain the legitimate business interests of Buyer and are reasonable in all respects, and that Buyer would not consummate the transaction contemplated by this Agreement but for such agreements. Seller hereby waives any and all right to contest the validity of the Restrictive Covenants on the ground of the breadth of their geographic or product coverage or the length of their term. Seller acknowledges and agrees that a substantial and legally sufficient consideration is attributable to the Restrictive Covenants and Seller hereby waives any right to assert inadequacy of consideration as a defense to enforcement of the Restrictive Covenants should such enforcement ever become necessary.

(d) If Seller breaches, or threatens to commit a breach of, any of Restrictive Covenants, Buyer shall have, in addition to, and not in lieu of, any other rights and remedies available to them under law or in equity, the rights to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Buyer, the Buyer Members and SBS and that money damages would not provide an adequate remedy. Seller covenants and agrees not to oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach.

Section 6.2 **Public Disclosure**. Unless otherwise permitted by this Agreement, Buyer and Seller shall consult with each other before issuing any press release or otherwise making any public statement (including any broadly issued statement or announcement to Seller employees) or making any other public (or non-confidential) disclosure (whether or not in response to an inquiry) regarding the terms of this Agreement and the transactions contemplated hereby, and neither shall issue any such press release or make any such statement or disclosure without the prior approval of the other (which approval shall not be unreasonably withheld), except as may be required by applicable Law. Notwithstanding the foregoing, nothing in this **Section 6.2**, shall restrict the ability of Parent to make any filings with the

Securities and Exchange Commission required by applicable securities laws and the rules and regulations thereunder.

Section 6.3 **Commercially Reasonable Efforts**. Subject to the terms and conditions of this Agreement, each party will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement, including using commercially reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions to the Closing to be satisfied, (ii) the obtaining of all necessary actions or non-actions, waivers, consents and approvals from FINRA or any Governmental Entities and the making of all necessary registrations and filings (including filings with Governmental Entities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or Proceeding by, FINRA or any Governmental Entity, (iii) the obtaining of all necessary consents, approvals or waivers from third parties (provided that if obtaining any such consent, approval or waiver would require any action other than the payment of a nominal amount, such action shall be subject to the consent of the Buyer and the Sellers, not to be unreasonably withheld), (iv) the defending of any proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed and (v) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement. Each party shall also refrain from taking, directly or indirectly, any action contrary or inconsistent with the provisions of this Agreement, including action that would impair such party’s ability to consummate the transactions contemplated hereby.

Section 6.4 **Notice of Certain Events**. Each party shall promptly notify the other parties of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement; and

(c) any proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting it which relate to the consummation of the transactions contemplated by this Agreement.

Section 6.5 **Expenses**. Except as specifically set forth otherwise in this Agreement, whether or not the Closing occurs, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

Section 6.6 **Tax Matters**.

(a) Buyer and Seller acknowledge and agree that Buyer shall utilize the closing of the books method described in the Treasury Regulations promulgated under Section 706 of the Code for purposes of allocating all items of income, gain, loss, deduction and credit, and all other items of Buyer with respect to the Seller Interests.

(b) To the extent permitted by applicable Law, Seller shall include any income, gain, loss, deduction or credit, or other tax items for any tax periods (or portion thereof) ending on or before the Closing Date on its tax returns in a manner consistent with the Schedule K-1s furnished by Buyer to the

Seller for any such periods; provided, however, that, except as provided in **Section 6.6(a)**, such Schedule K-1 shall be prepared in accordance with the SBSF Operating Agreement and on a basis that is consistent with the manner in which the Company prepared or filed Schedule K-1s for all prior periods. Seller shall indemnify, defend and hold Buyer harmless from and against any and all taxes attributable to income, gain, loss, deduction or credit, or other tax items properly reported to Seller on any such Schedule K-1 covering a tax period (or portion thereof) ending on or before the Closing Date. For avoidance of doubt, Seller will not be responsible for any taxes of the Company that are not properly reported to Seller on any such Schedule K-1.

Section 6.7 **Buyer Board of Managers**. Buyer shall use its best efforts to cause a designee of Seller, or any other Person to which the Junior Subordinated Note has been assigned in accordance with the terms thereof, as the case may be, which designee shall initially be Robert Mazzarella, to be elected as a manager of Buyer in any and all elections of managers of Buyer from and after the Closing in accordance with Section 5.1(b) of the Buyer Operating Agreement. Buyer hereby covenants and agrees that it shall not, and shall cause the Buyer Members not to, amend or modify Sections 5.1(b)(ii) or 5.1(b)(v) of the Buyer Operating Agreement.at any time prior to the date on which the Junior Subordinated Note has been satisfied in full, without the prior written consent of Seller or such assignee of the Junior Subordinated Note, as applicable.

Section 6.8 **Directors' and Officers' Indemnification and Insurance.**

(a) Buyer agree that all rights to indemnification, advancement of expenses and exculpation by Buyer or SBS now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing an officer or manager of Buyer or SBS (each a "***D&O Indemnified Party***") as provided in the SBSF Operating Agreement and the operating agreements SBS as in effect on the date of this Agreement, shall survive the Closing and shall remain in full force and effect in accordance with their terms, and, in the event that any proceeding is pending or asserted or any claim made during such period, until the final disposition of such proceeding or claim.

(b) For six years after the Closing Date, to the fullest extent permitted under applicable Law, Buyer and SBS (the "***D&O Indemnifying Parties***") shall indemnify, defend and hold harmless each D&O Indemnified Party against all losses, claims, damages, liabilities, fees, expenses, judgments and fines arising in whole or in part out of actions or omissions in their capacity as such occurring at or prior to the Closing (including in connection with the transactions contemplated by this Agreement), and shall reimburse each D&O Indemnified Party for any legal or other expenses reasonably incurred by such D&O Indemnified Party in connection with investigating or defending any such losses, claims, damages, liabilities, fees, expenses, judgments and fines as such expenses are incurred, subject to the Buyer's receipt of an undertaking by such D&O Indemnified Party to repay such legal and other fees and expenses paid in advance if it is ultimately determined in a final and non-appealable judgment of a court of competent jurisdiction that such D&O Indemnified Party is not entitled to be indemnified under applicable Law; *provided, however,* that neither SBS nor Buyer will be liable for any settlement effected without the Buyer's prior written consent (which consent shall not be unreasonably withheld or delayed).

(c) The obligations of Buyer and SBS under this **Section 6.8** shall survive the Closing and shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Party to whom this **Section 6.8** applies without the consent of such affected D&O Indemnified Party (it being expressly agreed that the Indemnified Parties to whom this **Section 6.8** applies shall be third party beneficiaries of this **Section 6.8**, each of whom may enforce the provisions of this **Section 6.8**).

(d) In the event that, after the Closing, Buyer, SBS or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Buyer or SBS, as the case may be, shall assume all of the obligations set forth in this **Section 6.8**. The agreements and covenants contained herein shall not be deemed to be exclusive of any other rights to which any D&O Indemnified Party is entitled, whether pursuant to Law, Contract or otherwise. Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to Buyer, SBS or their respective officers, directors and employees, it being understood and agreed that the indemnification provided for in this **Section 6.8** is not prior to, or in substitution for, any such claims under any such policies.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSE

Section 7.1 **Conditions to the Obligations of Buyer.** The obligations of Buyer to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, by Buyer:

(a) **Accuracy of Representations and Warranties**. Each of the representations and warranties of Seller in this Agreement that is expressly qualified by a reference to materiality shall be true and correct in all respects as so qualified, each of the representations and warranties of Seller in this Agreement that is not so qualified shall be true and correct in all material respects, each as of the date when made and at and as of the Closing, except for such changes as are permitted by this Agreement and except to the extent a representation or warranty speaks only as of an earlier date, in which case it shall be true and correct as of such date.

(b) **Performance of Obligations**. Seller shall have performed and complied with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it as of the Closing.

(c) **Certificate of Officers**. Buyer shall have received a certificate executed on behalf of Seller by the chief financial officer of Seller certifying that the conditions set forth in **Sections 7.1(a)** and **7.1(b)** have been satisfied.

(d) **Consents**. All filings, licenses, consents, authorizations, waivers and approvals that are required to be made to or obtained from each Governmental Entity (including FINRA if FINRA's approval is required as a precondition to the acquisition by Buyer of the Seller Interests and the repayment by Buyer of the SBS Secured Demand Note) that is required for the consummation of the transactions contemplated by this Agreement.

(e) **No Governmental Litigation, Injunctions or Restraints**. There shall not be pending or threatened any Proceeding by any Governmental Entity, and neither Buyer nor Seller shall have received any communication from any Governmental Entity in which such Governmental Entity indicates the probability of commencing any Proceeding or taking any other action challenging the acquisition by Buyer of the Seller interests or the repayment by Buyer of the SBS Secured Demand Note, seeking to restrain or prohibit the consummation of the transactions contemplated hereby, or seeking to obtain from the Buyer any damages that are material in relation to the SBS Business.

(f) **Financing**. Buyer shall have received (i) the net proceeds of the loan contemplated by the Senior Subordinated Loan Agreement, and (ii) an aggregate of $3,000,000 from the Buyer Members in consideration for the issuance by Buyer of Buyer membership interests to the Buyer Members.

(g) **Brandford Redemption**. The transactions contemplated by that certain Membership Interest Redemption Agreement, dated as of the date hereof, by and between Buyer and Napoleon Brandford III shall have been consummated.

(h) **Other Matters**. All actions to be taken by Seller in connection with the consummation of the transactions contemplated hereby and all certificates, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Buyer.

Section 7.2 **Conditions to Obligations of Seller**. The obligations of Seller to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, by Seller:

(a) **Accuracy of Representations and Warranties**. Each of the representations and warranties of Buyer in this Agreement that is expressly qualified by a reference to materiality or shall be true and correct in all respects as so qualified, and each of the representations and warranties of Buyer in this Agreement that is not so qualified shall be true and correct in all material respects, each as of the date when made and at and as of the Closing, except for such changes as are permitted by this Agreement and except to the extent a representation or warranty speaks only as of an earlier date, in which case it shall be true and correct as of such date.

(b) **Performance of Obligations**. Buyer shall have performed and complied with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it as of the Closing.

(c) **Certificate of Officers**. Sellers shall have received a certificate executed on behalf of Buyer by its president certifying that the conditions set forth in **Sections 7.2(a)** and **7.2(b)** have been satisfied.

(d) **No Litigation**. No Proceeding shall be pending or threatened before any Governmental Entity or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling or charge shall be in effect).

(e) **Other Matters**. All actions to be taken by Buyer in connection with the consummation of the transactions contemplated hereby and all certificates, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 **Indemnification**.

(a) **Survival**. All covenants and agreements made by the Seller or Buyer herein, or in any certificate or exhibit delivered pursuant hereto, shall survive the Closing. All representations and warranties made by Seller or Buyer herein, or in any certificate or exhibit delivered pursuant hereto, shall survive the Closing and continue in full force and effect until the second anniversary of the Closing Date; provided, however, that any claim relating to a breach of any such representation or warranty pending on the second anniversary of the Closing Date for which notice has been duly given in accordance with **Section 8.2** on or before the second anniversary of the Closing Date may continue to be asserted and indemnified against until finally resolved; and provided further that the representations and warranties set forth in **Section 4.3** shall survive the Closing and continue in full force and effect indefinitely.

(b) **Indemnification by Seller**. Subject to the limitations set forth in this **ARTICLE VIII**, Seller shall indemnify and hold harmless Buyer and its officers, directors, agents, attorneys and employees, and each Person, if any, who controls or may control Buyer or SBS within the meaning of the Securities Act (hereinafter "***Buyer Indemnified Persons***") from and against any and all losses, costs, damages, penalties, fines, liabilities and expenses (including without limitation legal fees and expenses) (collectively, "***Damages***") incurred or sustained by Buyer Indemnified Persons as a result of (i) any inaccuracy or breach of, or any claim by a third party alleging facts that, if true, would mean that Seller has breached, any representation or warranty by Seller contained herein or under any other agreement executed and delivered by the parties in furtherance of the transactions described herein, and (ii) a breach by Seller of any covenant or other agreement contained herein or under any other agreement executed and delivered by the parties in furtherance of the transactions described herein; provided, however, that the aggregate indemnification obligation for Damages resulting from breaches of representations and warranties of Seller shall not exceed the total Purchase Price.

(c) **Indemnification by Buyer**. Buyer shall indemnify and hold harmless Seller and its officers, directors, agents, attorneys and employees, and each Person, if any, who controls or may control Seller within the meaning of the Securities Act (hereinafter "***Seller Indemnified Persons***") from and against and in respect of any Damages incurred sustained thereby as a result of (i) any inaccuracy or breach of, or any claim by a third party alleging facts that, if true, would mean that Buyer has breached, any representation or warranty of Buyer contained herein or under any other agreement executed and delivered by the parties in furtherance of the transactions described herein, (ii) a breach by Buyer of its obligation to pay the Purchase Price to Seller in accordance with **Section 2.2** and the terms and conditions of the Junior Subordinated Note; or (iii) a breach by Buyer of any other covenant or other agreement contained herein or under any other agreement executed and delivered by the parties in furtherance of the transactions described herein; provided, however, that the aggregate indemnification obligation for Damages resulting from breaches of representations and warranties of Buyer shall not exceed the total Purchase Price, except in the case of clause (ii) of this **Section 8.1(c)**, in which case the amount of Damages may exceed the total Purchase Price by the amount of any reasonable and documented expenses incurred by the Seller Indemnified Parties in enforcing this Agreement (including without limitation legal fees and expenses).

(d) **Special Rule For Fraud**. Notwithstanding anything in this **ARTICLE VIII** to the contrary, in the event of any breach of a representation or warranty by a party that is intentional or constitutes fraud, such party's liability for breach of such representation or warranty shall survive the Closing and continue in full force and effect forever thereafter, and the injured party's ability to recover Damages relating thereto shall not be subject to any cap or other limitation.

(e) **Tax Treatment of Indemnification Payments**. Seller and Buyer agree to treat any payment made pursuant to this **ARTICLE VIII** as an adjustment to the Purchase Price for federal, state and local income Tax purposes.

Section 8.2 **Procedure for Indemnification**. The procedure to be followed in connection with any claim for indemnification by Buyer Indemnified Persons under **Section 8.1(b)** or any Seller Indemnified Persons under **Section 8.1(c)**, is set forth below:

(a) **Notice**. Whenever any indemnified party shall have received notice that a claim has been asserted or threatened against such indemnified party, which, if valid, would subject the indemnifying party to an indemnity obligation under this Agreement, the indemnified party shall promptly notify the indemnifying party of such claim; provided, however, that failure to so notify the indemnifying party shall not relieve the indemnifying party of its indemnification obligations hereunder, except to the extent the indemnifying party is actually prejudiced thereby. Any such notice must be made to the indemnifying party not later than the expiration of the applicable survival period specified in **Section 8.1** above.

(b) **Defense of a Third Party Claim**.

(i) If any third party shall notify any party (the "***Indemnified Party***") with respect to any matter (a "***Third Party Claim***") that may give rise to a claim for indemnification against any other party (the "***Indemnifying Party***") under this **ARTICLE VIII**, the Indemnifying Party will have the right, but not the obligation, to assume the defense of the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (i) the Indemnifying Party notifies the Indemnified Party in writing within ten business days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (iii) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party, and (v) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

(ii) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with **Section 8.2(b)(i)**, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld, delayed or conditioned unreasonably), and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld, delayed or conditioned unreasonably).

(iii) In the event the Indemnifying Party fails to assume the defense of a Third Party Claim or any of the conditions in **Section 8.2(b)(i)** is or becomes unsatisfied after written notice has been provided to the Indemnifying Party and the Indemnifying Party fails to cure the matter unsatisfied (such cure period to be no more than ten (10) days or such lesser

period if after such 10 day period the Indemnified Party would be prejudiced in the defense of such Third Party Claim), then (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), (ii) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the reasonable costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and (iii) the Indemnifying Party will remain responsible for any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this **ARTICLE VIII**. Regardless of the party who defends against such Third Party Claim, the other party agrees to cooperate in good faith with the defending party.

(c) **Non-Third Party Claims**. Within thirty (30) business days after a party obtains knowledge that it has sustained any Damages not involving a Third Party Claim or action which such party reasonably believes may give rise to a claim for indemnification from another party hereunder, such Indemnified Party shall deliver notice of such claim to the Indemnifying Party, together with a brief description of the facts and data which support the claim for indemnification; provided, however, that failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations hereunder, except to the extent that the Indemnifying Party is actually prejudiced thereby. Any such notice must be made to the Indemnifying Party not later than the expiration of the applicable survival period specified in **Section 8.1**. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) business days following its receipt of such notice that the Indemnifying Party disputes its liability to the Indemnified Party under this **ARTICLE VIII**, such claim specified by the Indemnified Party in such notice shall be conclusively deemed a liability of the Indemnifying Party under this **ARTICLE VIII** and the Indemnifying Party shall pay the amount of such claim to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined. If the Indemnifying Party has timely disputed its liability with respect to such claim, as provided above, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute.

Section 8.3 **Exclusive Remedy**. In the absence of fraud and except as provided in **Section 10.9**, the indemnification provisions set forth in this **ARTICLE VIII** shall provide the exclusive remedy for breach of any covenant, agreement, representation or warranty set forth in this Agreement.

ARTICLE IX
TERMINATION, AMENDMENT AND WAIVER

Section 9.1 **Termination**. This Agreement may be terminated at any time prior to the Closing Date (by written notice by the terminating party to the other party):

(a) by the mutual written consent of Buyer and Seller;

(b) by either Buyer or the Sellers if the Closing shall not have occurred by _____, 2015, provided, however, that the right to terminate this Agreement under this **Section 9.1(b)** shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before such date; and provided, further, that such date may be extended for an additional 60 days by either Buyer or Seller if such party believes that the conditions precedent to the Closing as set forth in **ARTICLE VII** are being pursued in good faith and that completion of any such open conditions will occur during such 60-day period;

(c) by either Buyer or Seller if a court of competent jurisdiction or other Governmental Entity shall have issued a non-appealable final order, decree or ruling or taken any other action, in each case having the effect of permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, except if the party relying on such order, decree or ruling or other action has not complied with its obligations under this Agreement;

(d) by Seller, if there has been a breach of any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, which breach (i) causes the conditions set forth in **Section 7.2** not to be satisfied and (ii) shall not have been cured within five (5) business days following receipt by the breaching party of written notice of such breach from the Sellers; or

(e) by Buyer, if there has been a breach of any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement, which breach (i) causes the conditions set forth in **Section 7.1** not to be satisfied and (ii) shall not have been cured within five (5) business days following receipt by the breaching party of written notice of such breach from the Buyer.

Section 9.2 **Effect of Termination**. In the event of termination of this Agreement as provided in **Section 9.1**, there shall be no liability or obligation on the part of Buyer, Seller or their respective officers, directors, members or stockholders; provided that (a) the provisions of this **Section 9.2** and **ARTICLE X** shall remain in full force and effect and survive any termination of this Agreement; and (b) if this Agreement is terminated because of a breach by the non-terminating party or because one or more conditions to the terminating party's obligations under this Agreement are not satisfied, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered if delivered personally (upon receipt), or three business days after being mailed by registered or certified mail, postage prepaid (return receipt requested), or one (1) business day after it is sent by commercial overnight courier service, or upon transmission, if sent via facsimile or e-mail (with confirmation of receipt) to the parties at the following address (or at such other address for a party as shall be specified by like notice):

If to Buyer:

Siebert, Brandford, Shank Financial, LLC
535 Griswold Street, Suite 2250
Detroit, MI 48226
Attn: Suzanne F. Shank, CEO
E-Mail: sshank@sbsco.com

With copies to (which shall not constitute notice):

Kay & Merkle, LLP
100 The Embarcadero, Penthouse
San Francisco, California 94105
Attn: John W. Merkle, Esq.
Fax: (415)357-1200
E-Mail: jmerkle@kmlaw100.com

and

Leslie Carey Kirk, Esq.
General Counsel, Siebert, Brandford, Shank & Co., LLC
1025 Connecticut Avenue NW, Suite 1202
Washington, DC 20036

If to Seller:

Muriel Siebert & Co., Inc.
885 Third Avenue, Suite 3100
New York, New York 10022
Attn: Joseph Ramos
Fax: (212) 644-6896
E-Mail: rjramos@siebertnet.com

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

Norton Rose Fulbright US L.L.P.
666 Fifth Avenue
New York, New York 10103
Attn: Warren J. Nimetz, Esq.
Fax: (212) 318-3400
E-Mail: warren.nimetz@norttonrosefulbright.com

Section 10.2 **Entire Agreement; Nonassignability; Parties in Interest**. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including the exhibits (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, (b) are not intended to confer upon any other Person any rights or remedies hereunder, and (c) shall not be assigned by operation of law or otherwise without the written consent of the other party.

Section 10.3 **Severability**. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Section 10.4 **Amendment**. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

Section 10.5 **Extension, Waiver**. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 10.6 **Remedies Cumulative**. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

Section 10.7 **Governing Law**. Each party hereto hereby irrevocably submits and consents to the jurisdiction of any New York state or federal court located in New York County over any Proceeding

arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of any such Proceeding may be heard and determined in such New York state or federal court. Each party hereto irrevocably consents to the service of any and all process in any such proceeding by the hand delivery or mailing of copies of such process to it at its address specified herein.

Section 10.8 **Waiver of Jury Trial**.

(a) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(b) EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (iii) IT MAKES SUCH WAIVER VOLUNTARILY, AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.8.

Section 10.9 **Specific Performance**. Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

Section 10.10 **No Third Party Beneficiaries**. Except as otherwise provided in **Section 8.1** with respect to Seller Indemnified Parties and Buyer Indemnified Parties, **Section 6.7** with respect to any assignee of the Junior Subordinated Note, and **Section 6.8** with respect to D&O Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.11 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date set forth above.

SIEBERT BRANDFORD SHANK FINANCIAL, LLC

By: /s/ Suzanne F. Shank
Name: Suzanne F. Shank
Title: Chief Executive Officer

MURIEL SIEBERT & CO., INC.

By: /s/ Robert P. Mazzarella
Name: Robert P. Mazzarella
Title: Director

[PURCHASE AGREEMENT SIGNATURE PAGE]

EXHIBIT 2.2

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 9, 2015, IN FAVOR OF METRO BANK, WHICH SUBORDINATION AGREEMENT IS INCORPORATED HEREIN BY REFERENCE. NOTWITHSTANDING ANY CONTRARY STATEMENT CONTAINED IN THE WITHIN INSTRUMENT, NO PAYMENT ON ACCOUNT OF THE PRINCIPAL OR INTEREST HEREIN SHALL BECOME DUE OR BE PAID AND NO ACTIONS SHALL BE TAKEN HEREUNDER EXCEPT IN ACCORDANCE WITH THE TERMS OF SUCH SUBORDINATION AGREEMENT.

SUBORDINATED NOTE

$4,000,000 November 9, 2015

FOR VALUE RECEIVED, **SIEBERT BRANDFORD SHANK FINANCIAL, LLC,** a Delaware limited liability company ("***Payor***"), promises to pay to the order of **MURIEL SIEBERT & CO., INC.** or its assigns ("***Holder***"), the principal amount of $4,000,000 (Four Million Dollars) and interest on the outstanding principal amount hereof (as the same may be increased from time to time pursuant to Section 1(b) hereof) at the rate of 8% per annum (computed on the basis of a 360-day year of twelve 30-day months), in the manner and at the times set forth in Section 1(b) of this Subordinated Note (this "***Note***"). Interest shall accrue from and including the date hereof (the "***Issue Date***") and continue to accrue on the outstanding principal amount until paid in full.

This Note has been executed and delivered pursuant to and in accordance with the terms of the Purchase Agreement, dated as of November 9, 2015 (as it may be amended, supplemented or otherwise modified from time to time), by and among Payor and Holder.

1. **Payments**.

(a) **Scheduled Payment**. The unpaid principal amount and all accrued and unpaid interest shall be due and payable on November 9, 2020.

(b) **Interest.** Accrued interest on this Note shall be payable monthly in arrears on the 1st of each month (or if any such day is not a business day in the City of New York, on the next succeeding business day). On each such payment date, Payor shall, in lieu of the payment in cash of interest due on this Note, pay such amount by adding such amount to the principal amount hereof on such payment date, which amount shall thereafter constitute principal under and for all purposes of this Note.

(c) **Default Interest**. At any time an Event of Default (as defined in Section 4) has occurred and is continuing, at the election of Holder, interest on this Note shall accrue at a rate of 10% per annum (the "***Default Interest Rate***").

(d) **Prepayment.** Principal of and accrued and unpaid interest on this Note may be prepaid, in whole or in part. At least ten (10) business days prior to any such prepayment, Payor shall deliver to Holder written notice thereof, specifying the amount of the principal of and accrued and unpaid interest on this Note to be prepaid and the date of such prepayment. Payor shall maintain a record in the Note Register (defined below) showing the principal amount and

accrued and unpaid interest on this Note prepaid and the date of each prepayment.

(e) **Form of Payment.** All payments of interest and principal shall be in lawful money of the United States of America in immediately available funds. All payments shall be applied first to accrued interest and, thereafter, to principal.

2. Covenants, Agreements and Representations.

(a) Certain Actions. Payor hereby (x) agrees that the covenants of Section 7 of the Subordinated Loan Agreement dated as of November 9, 2015 by and among Metro Bank (the "Bank"), Siebert Branford Shank Financial, LLC, and Siebert Branford Shank & Co., L.L.C. (the "Loan Agreement") are hereby incorporated by reference, mutatis mutandis, as if fully set forth herein and shall constitute agreements made by Payor hereunder for all purposes of this Note, (y) agrees to deliver to Holder all certificates, reports, statements and any other documents or information required to be provided to the "Bank" under Section 9 of the Loan Agreement (regardless of any amendment or termination thereof), and (z) represents and warrants that, on the Issue Date, all the representations and warranties of Payor in Section 6 of the Loan Agreement are true and correct and are herein repeated for the benefit of Holder; provided that, for purposes of clauses (x) and (y), (i) each reference in Section 7 of the Loan Agreement to "Bank" (except for those in Section 7.3(a), the last sentence of Section 7.3, 7.4, 7.5, 7.9(a), 7.10, 7.12, 7.16, 7.23 and 7.28) shall be deemed to be a reference to Holder and (ii) the terms incorporated herein, as modified by clauses (x) and (y), shall continue to be in full force and effect as long as this Note remains outstanding notwithstanding any termination of the Loan Agreement. With respect to Section 7.20 of the Loan Agreement, the reference therein to "Pledge Agreements" shall be deemed to refer to that certain Pledge Agreement entered into between the Pledgors, Holder and Payor, dated the same date as this Subordinated Note, and the reference to "fifty-one percent (51%)" shall be deemed to refer to "forty-nine percent (49%)." The obligations of Payor to Holder pursuant to this Section 2(a) shall be automatically modified to reflect any amendments or waivers to the Loan Agreement approved by the Bank in accordance with the terms and conditions of the Loan Agreement that do not materially and adversely affect the rights of the Holder in a fashion that is different from how such amendment or waiver applies to the rights of the Bank (other than Sections 7.2, 7.3 and 7.5 of the Loan Agreement, as to which this Section 2(a) shall not be modified to reflect any amendments or waivers to such sections of the Loan Agreement (or defined terms used in such sections) without the prior written consent of Holder).

(b) **Stay, Extension and Usury Laws**. Payor covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive Payor from paying all or any portion of the principal of or interest (including interest at the Default Interest Rate) on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and Payor (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to Holder, but will suffer and permit the execution of every such power as though no such law had been enacted.

(c) **Mutilated, Destroyed, Lost or Stolen Notes.** Upon receipt of an affidavit reasonably satisfactory to Payor of the ownership of and the loss, theft, destruction or mutilation of this Note and, in the case of any such mutilation, upon surrender and cancellation of this Note, Payor shall make and deliver, in lieu of such lost, stolen, destroyed or mutilated Note, a new Note of like tenor.

(d) **Payment of Taxes**. Payor shall pay or discharge, or cause to be paid or discharged, before the same may become delinquent, all stamp taxes and other duties, if any, which may be imposed by the United States or any political subdivision thereof or therein in connection with the issuance of this Note.

3. **Enforcement.** Payor hereby waives demand, notice, presentment, protest and notice of dishonor. All payments by Payor under this Note shall be made without set-off, defense or counterclaim and be free and clear and without any deduction or withholding for any taxes or fees of any nature whatever, unless the obligation to make such deduction or withholding is imposed by law.

4. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "***Event of Default***" hereunder:

(a) Payor defaults in the payment of any principal or interest under this Note when due;

(b) Payor fails to observe, comply with or perform any other covenant or agreement contained in this Note (including without limitation the covenants and agreements incorporated by reference, mutatis mutandis, in Section 2(a)); provided that, if such failure also constitutes a failure to observe, comply with or perform an obligation of Payor under the Loan Agreement (or would have constituted such a failure but for an amendment thereto or the termination thereof) and following such failure, Payor would be (or would have been) entitled to a grace period thereunder, Payor shall have a corresponding grace period under this Note before an Event of Default shall exist hereunder; or

(c) To the extent not covered by Section 4(b), an "Event of Default" occurs under the Loan Agreement, as may be amended from time to time with the approval of the Bank in accordance with the Loan Agreement's terms (or, if the Loan Agreement has been terminated, any event occurs or circumstances exist which would have constituted an "Event of Default" thereunder based on the terms of the Loan Agreement as in effect immediately prior to such termination, assuming that all required notices had been provided).

5. **Remedies**.

(a) **Acceleration.** Upon the occurrence of an Event of Default and during the continuance thereof, Holder shall have the right by notice to Payor to accelerate the payment of the principal amount and accrued interest hereon by Payor and any other amounts owing hereunder so that all such amounts are immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Payor; provided that, upon the occurrence of an Event of Default described in clause (f) or (g) of Section 13.1 of the Loan Agreement, without any action on the part of Holder, the principal

amount, accrued interest and any other amounts owing under this Note shall become immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Payor. Upon an acceleration hereof, Holder may enforce this Note by exercise of the rights and remedies granted to it by applicable law (including, without limiting any other rights, the right to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Holder or its affiliates to or for the credit or the account of Payor against any of and all the obligations of Payor now or hereafter existing under this Note, irrespective of whether or not Holder shall have made any demand under this Note and although such obligations may be unmatured). No course of dealing and no delay on the part of Holder in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice Holder's rights, powers or remedies. The rights and remedies of Holder under this Note shall be cumulative. No right, power or remedy conferred by this Note upon Holder shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise. Payor shall pay all fees (including reasonable attorneys' fees), expenses and court costs incurred by Holder for any claim or controversy arising out of or relating to this Note, including (i) in investigating any event which could be an Event of Default and (ii) in connection with the protection or enforcement of any of Holder's rights in connection with this Note or the collection of any amounts due under this Note.

6. **Assignment**. This Note shall bind Payor and Holder and their respective successors and permitted assigns. The obligations of Payor under this Note shall not be sold, assigned, encumbered or otherwise disposed of or transferred (whether for or without consideration, whether voluntarily or involuntarily or by operation of law), without the prior written consent of Holder. This Note may be sold, assigned, encumbered, conveyed or otherwise disposed of or transferred (whether for or without consideration, whether voluntarily or involuntarily or by operation of law), in whole or in part, by Holder without the consent of Payor; provided, however, that Holder shall provide Payor with notice that such transfer has been made within five (5) business days after the making of such transfer.

7. **Notices.** Unless otherwise provided, any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt by the addressee thereof at such address set forth on the signature page hereto below such person's signature, in the Note Register or as otherwise furnished to Payor in writing by Holder.

8. **Amendments and Waivers.** Any term of this Note may be amended or waived only with the written consent of Payor and Holder.

9. **Captions**. The section, paragraph and clause captions herein are for convenience of reference only, do not constitute part of this Note and will not be deemed to limit or otherwise affect any of the provisions hereof.

10. **Severability**. If any provision of this Note or the application thereof to any person (including the officers and directors of the parties hereto) or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in

no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to Payor or Holder. Upon such determination, Payor and Holder shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of Payor and Holder.

11. **Governing Law.** The terms of this Note shall be construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law and Rule 327(b) of the New York Civil Practice Law and Rules. Any action against Payor, including any action to enforce any judgment entered by any court in respect of any thereof, may be brought in any federal or state court of competent jurisdiction located in the Borough of Manhattan in the State of New York, and Payor irrevocably consents to the jurisdiction and venue in the United States District Court for the Southern District of New York and in the courts hearing appeals therefrom unless no federal subject matter jurisdiction exists, in which event, Payor irrevocably consents to jurisdiction and venue in the Supreme Court of the State of New York, New York County, and in the courts hearing appeals therefrom. Payor hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Note, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this Note, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable law, that the suit, action or proceeding in any such court is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Note, or the subject matter hereof or thereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which such person is entitled pursuant to the final judgment of any court having jurisdiction. Payor expressly acknowledges that the foregoing waiver is intended to be irrevocable under the laws of the State of New York and of the United States of America. PAYOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[*Remainder of this Page Intentionally Left Blank*]

IN WITNESS WHEREOF, Payor has caused this Note to be duly executed as of the date first written above.

SIEBERT BRANDFORD SHANK FINANCIAL, LLC

By: /s/ Susanne F. Shank
Name: Suzanne F. Shank
Title: Chief Executive Officer

Address:
100 Wall Street

New York, NY 10005
Attn: Suzanne Shank

ACKNOWLEDGED AND AGREED:

MURIEL SIEBERT & CO., INC.

By: /s/ Robert P. Mazzarella
Name: Robert P. Mazzarella
Title: Director

Address:
885 Third Avenue, Suite 3100

New York, New York 10022
Attn: Joseph Ramos

[SUBORDINATED NOTE SIGNATURE PAGE]

EXHIBIT 2.3

PLEDGE AGREEMENT

This **PLEDGE AGREEMENT** dated as of November 9, 2015 (this "***Agreement***"), between each of the signatories hereto identified as a "Pledgor" (the "***Pledgors***"), MURIEL SIEBERT & CO., INC. (the "***Secured Party***") and SIEBERT BRANFORD SHANK FINANCIAL, LLC, a Delaware limited liability company (the "***Issuer***").

PRELIMINARY STATEMENT

The Issuer is obligated to pay certain amounts the Secured Party pursuant to the terms of a Subordinated Note dated November 9, 2015 in the original principal amount of $4,000,000 (the "***Note***").

Each Pledgor (i) beneficially owns the specified Pledged Interests (as defined below) listed on Schedule A attached hereto, (ii) will derive substantial benefits from transactions in connection with the Note is being issued and (iii) is willing to execute and deliver this Agreement in order to induce the Secured Party to enter into such transactions.

Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 Certain Definitional Provisions. All capitalized terms defined in the New York UCC (as such term is defined herein) and not defined in this Agreement have the meanings specified therein. All references to the Uniform Commercial Code shall mean the New York UCC.

1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"***Affiliate***" shall mean, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person directly or indirectly owning or controlling 10% or more of any class of outstanding equity interests of such Person or of any Person which such Person directly or indirectly owns or controls 10% or more of any class of equity interests, (iii) any officer, director, general partner or trustee of such Person, or any Person of which such Person is an officer, director, general partner or trustee, or (iv) any Person who is an officer, director, general partner, trustee or holder of 10% or more of the equity interests of any Person described in clauses (i) through (iii) of this sentence; provided, that in the case of a Person who is an individual, such terms shall also include the spouse and lineal descendants (including by adoption) of the specific Person.

"***Equity Interests***" means all of the shares, interests, rights, participations or other equivalents (however designated) of ownership or profit interests or units in the Issuer and all of

the warrants, options and other rights for the purchase, acquisition or exchange from the Issuer of any of the foregoing (including through convertible securities).

"***Event of Default***" has the meaning given to such term in the Note.

"***Federal Securities Laws***" has the meaning assigned to such term in Section 3.03.

"***Governing Documents***" means the certificate of formation, and any other document that controls the management of Issuer.

"***Law***" shall mean all international, domestic, foreign, federal, state and local statutes, treaties, rules, guidelines, ordinances, codes and administrative and judicial precedents or authorities, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits or and agreements with any domestic or foreign governmental authority, including without limitation, federal and state securities laws, and the rules and regulations promulgated by the Financial Industry Regulatory Authority.

"***Lien***" means any mortgage, pledge, lien, charge, encumbrance, hypothecation, lease, exercise of rights, security interest or claim.

"***New York UCC***" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"***Person***" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, government agency or other entity of whatever nature.

"***Pledged Collateral***" has the meaning assigned to such term in Section 2.01.

"***Pledged Interests***" means all of the Equity Interests in Issuer identified as Pledged Interests on Schedule A attached hereto.

"***Pledged Equity Interests***" has the meaning assigned to such term in Section 2.01.

"***Secured Obligations***" means (x) all amounts due and owing to Secured Party under the Note and (y) all costs and expenses incurred by the Secured Party in enforcing its rights hereunder.

ARTICLE II

PLEDGE OF SECURITIES

2.01 Pledge. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby collaterally assigns and pledges to the Secured Party for the benefit of itself and its successors and permitted assigns, and hereby grants to the Secured Party for the benefit of itself and its successors and permitted assigns, a security interest in, all of such Pledgor's right, title and interest in, to and under (a) the Pledged Interests, (b) forty

nine percent (49%) of any other Equity Interests obtained in the future by the Pledgor, (c) the certificates, if any, or other instruments representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank to the Pledgor (all the foregoing collectively referred to herein as the "***Pledged Equity Interests***"), (d) subject to Section 2.05, all payments of dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Pledged Equity Interests, (e) subject to Section 2.05, all rights and privileges of such Pledgor with respect to the Pledged Equity Interests and other property referred to in clauses (a) through (d) above, and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "***Pledged Collateral***").

2.02 Delivery of the Pledged Collateral. (a) The Pledgor agrees as promptly as practicable to deliver or cause to be delivered to the Secured Party any and all certificates, instruments or other documents representing or evidencing Pledged Equity Interests.

(b) Upon delivery to the Secured Party, (i) any certificate, instrument or document representing or evidencing any Pledged Equity Interest shall be accompanied by undated stock powers duly executed in blank or other undated instruments of transfer satisfactory to the Secured Party and duly executed in blank and by such other instruments and documents as the Secured Party may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Pledgor and such other instruments or documents as the Secured Party may reasonably request.

2.03 Representations, Warranties and Covenants. Each Pledgor represents, warrants and covenants, severally and not jointly, to and with the Secured Party, that:

(a) the Pledged Equity Interests held by such Pledgor have been duly and validly authorized and issued by the Issuer and are fully paid and nonassessable;

(b) such Pledgor (i) is and, will continue to be the direct owner, beneficially and of record, of the Pledged Equity Interests as owned by such Pledgor and set forth on Schedule A, (ii) holds the same free and clear of all Liens other than Liens granted in favor of the Secured Party pursuant to this Agreement and (iii) except as permitted by Section 2.03(g), will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other lien on, the Pledged Collateral;

(c) except for restrictions and limitations imposed by Law and Liens granted in favor of the Secured Party pursuant to this Agreement, the Pledged Collateral owned by such Pledgor is and will continue to be freely transferable and assignable, and none of such Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement or contractual restriction of any nature, that could reasonably be expected to prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Secured Party of rights and remedies hereunder;

(d) such Pledgor (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will not create, incur, assume or permit to exist, and will defend its title or interest thereto or therein against any and all Liens, however arising, of all persons whomsoever, other than Liens granted in favor of the Secured Party pursuant to this Agreement;

(e) no consent or approval of any government agency, any securities exchange or any other person was or is necessary to the validity of the pledge effected hereby by such Pledgor (other than such as have been obtained and are in full force and effect);

(f) the pledge effected hereby is effective to pledge to the Secured Party the rights of such Pledgor in the Pledged Collateral as set forth herein and all action by such Pledgor necessary or desirable to protect and perfect a legal and valid first priority Lien on the Pledged Collateral has been duly taken; provided however, that in respect of any Pledged Collateral acquired by such Pledgor after the date of this Agreement, such Pledgor shall, promptly thereafter, take any and all such additional action necessary or desirable to protect and perfect a legal and valid first priority Lien on such after-acquired Pledged Collateral; and

(g) such Pledgor shall not transfer any of its interests in the Pledged Equity Interests held thereby unless the applicable transferee agrees, in a manner acceptable to the Secured Party, that such Pledged Equity Interests shall continue to be subject to, and such transferee shall continue to be bound by, the terms hereof.

2.04 Registration in Nominee Name; Denominations. Following the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right (in its sole and absolute discretion) to hold the Pledged Equity Interests in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the Pledgor, endorsed or assigned in blank or in favor of the Secured Party. Each Pledgor will promptly give to the Secured Party copies of any notices or other communications received by it with respect to Pledged Equity Interests in its capacity as the registered owner thereof.

2.05 Voting Rights; Dividends and Interest, Etc. (a) Unless and until an Event of Default shall have occurred and be continuing:

(i) Each Pledgor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Equity Interests or any part thereof for any purpose consistent with the terms of this Agreement; provided however, that such rights and powers shall not be exercised in any manner that could reasonably be expected to materially adversely affect the rights inuring to a holder of any Pledged Equity Interests or the rights and remedies of the Secured Party under this Agreement or the ability of the Secured Party to exercise the same.

(ii) Each Pledgor shall be entitled to receive, retain and dispose of any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Equity Interests to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and

otherwise paid or distributed in accordance with, the terms and conditions of applicable Law; provided however, that any non-cash dividends, interest, principal or other distributions that would constitute Pledged Equity Interests, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the Issuer or received in exchange for Pledged Equity Interests or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which the Issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by a Pledgor, shall not be commingled by such Pledgor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the ratable benefit of the Secured Party and shall be forthwith delivered to the Secured Party in the same form as so received (with any necessary endorsement or instrument of assignment requested by the Secured Party).

(b) To the fullest extent permitted by applicable Law, upon the occurrence and during the continuance of an Event of Default, all rights of a Pledgor to dividends, interest, principal or other distributions that each Pledgor is authorized to receive pursuant to paragraph (a)(ii) of this Section 2.05 shall cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by a Pledgor contrary to the provisions of this Section 2.05 shall be held in trust for the benefit of the Secured Party, shall be segregated from other property or funds of such Pledgor and shall be forthwith delivered to the Secured Party upon demand in the same form as so received (with any necessary endorsement or instrument of assignment). Any and all money and other property paid over to or received by the Secured Party pursuant to the provisions of this paragraph (b) shall be retained by the Secured Party in an account to be established by the Secured Party upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 3.02.

(c) Upon the occurrence and during the continuance of an Event of Default, all rights of the Pledgors to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.05 shall cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers.

2.06 Dilution. The Issuer hereby confirms that the Equity Interests set forth on Schedule A constitute forty nine percent (49%) of the aggregate Equity Interests currently authorized and issued and agrees that it shall take no action to issue any additional Equity Interests unless, after giving effect thereto, forty nine percent (49%) of the aggregate Equity Interests are pledged to the Secured Party hereunder and otherwise subject to the terms hereof.

ARTICLE III

REMEDIES UPON DEFAULT

3.01 Remedies Upon Default.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code or other applicable Law. Without limiting the generality of the foregoing (irrespective of whether the Uniform Commercial Code applies to the affected items of Pledged Collateral), upon prior notice to Pledgor of not less than fifteen (15) days (unless the giving of such notice is prohibited or otherwise limited by operation of any applicable Law, in which case Secured Party shall not be required to give such notice), each Pledgor agrees that the Secured Party shall have the right, subject to the requirements of applicable Law, to sell or otherwise dispose of all or any part of the Pledged Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Secured Party shall deem appropriate. The Secured Party shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Pledged Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Pledged Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Pledgor, and the Pledgor hereby waives (to the extent permitted by Law) all rights of redemption, stay and appraisal which the Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Secured Party shall give each Pledgor fifteen (15) days' written notice of the Secured Party's intention to make any sale of Pledged Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Pledged Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix and state in the notice (if any) of such sale. At any such sale, the Pledged Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Secured Party may (in its sole and absolute discretion) determine. The Secured Party shall not be obligated to make any sale of any Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Pledged Collateral shall have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Pledged Collateral is made on credit or for future delivery, the Pledged Collateral so sold may be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Pledged Collateral so sold and, in case of any such failure, such Pledged Collateral may be sold again upon like notice. At any public (or, to the extent permitted by Law, private) sale made pursuant to this Agreement, the Secured Party may bid for or purchase, free (to the extent permitted by applicable Law) from any right of redemption, stay, valuation or appraisal on the part of the Pledgor (all said rights being also hereby waived and released to the extent permitted by applicable Law), the Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by

using any claim then due and payable to the Secured Party from the Pledgor as a credit against the purchase price, and the Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Pledgor therefor. For purposes hereof, a written agreement of a purchaser that is not an Affiliate of the Pledgor to purchase the Pledged Collateral or any portion thereof shall be treated as a sale thereof; the Secured Party shall be free to carry out such sale pursuant to such agreement and no Pledgor shall be entitled to the return of the Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full; provided that, if the closing of the sale pursuant to such agreement has not been consummated within sixty (60) days after the date such agreement is executed, the Secured Party shall no longer be entitled to carry out the sale pursuant to such agreement at any time after all Events of Default shall have been remedied. The sixty (60) day period set forth in the immediately preceding sentence shall be extended for any time period necessary to allow for any necessary approval from the Financial Industry Regulatory Authority if such approval is required for consummation of such sale, provided that the Secured Party in good faith continuously and diligently pursues acquisition of such approval from the date of execution of such agreement. As an alternative to exercising the power of sale herein conferred upon it, the Secured Party may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(c) Notwithstanding anything to the contrary contained herein (i) the Secured Party shall only have the right to exercise remedies pursuant to this Article III if an Event of Default has occurred and is continuing, and (ii) the remedies contemplated by this Article III shall be the sole and exclusive remedy if an Event of Default has occurred and is continuing of the Secured Party as against the Pledgors (provided that, for avoidance of doubt, nothing in this clause (ii) shall be deemed a waiver of any remedies available to the Secured Party by contract or under applicable law in respect of any breach by any Pledgor of any representations, warranties or covenants of such Pledgor set forth in this Agreement).

3.02 Application of Proceeds. The Secured Party shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Pledged Collateral, (i) first, to compensate the Secured Party for all expenses incurred in connection with exercising its rights hereunder and (ii) second, in satisfaction of the Secured Obligations in such manner as determined at the time by the Secured Party.

Upon any sale of Pledged Collateral by the Secured Party (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Secured Party or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Pledged Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Secured Party or such officer or be answerable in any way for the misapplication thereof.

3.03 Securities Act, Etc. In view of the position of the Pledgors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the U.S. Securities Act of 1933, as now or hereafter in effect, or any similar statute

hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "***Federal Securities Laws***") with respect to any disposition of the Pledged Collateral permitted hereunder, each Pledgor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Secured Party if the Secured Party were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Secured Party in any attempt to dispose of all or part of the Pledged Collateral under applicable "blue sky" or other state securities laws or similar laws analogous in purpose or effect. Each Pledgor recognizes that in light of such restrictions and limitations the Secured Party may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Secured Party, in its sole and absolute discretion (a) to the extent not prohibited by applicable Federal Securities Laws, may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Secured Party shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Secured Party, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 3.03 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Secured Party sells.

3.04 Cooperation. Upon and in connection with the exercise of any remedies by the Secured Party hereunder, the Issuer and each Pledgor shall take all actions as reasonably required or requested by the Secured Party to allow for the orderly repossession and sale of the Pledged Collateral, including without limitation by granting such consents and making such amendments to the Governing Documents as are reasonably requested by the Secured Party.

ARTICLE IV

MISCELLANEOUS

4.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and delivered to a Pledgor or Secured Party, as applicable, at the applicable address appearing on the signature page hereof.

4.02 Security Interest Absolute. All rights of the Secured Party hereunder, the grant of a security interest in the Pledged Collateral and all obligations of the Pledgors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the

Note, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Note or any other agreement or instrument relating to the foregoing or, (c) any other circumstance that might otherwise constitute a defense available to, or a discharge of, a Pledgor in respect of any Secured Obligation or this Agreement.

4.03 Binding Effect; Several Agreement. This Agreement shall become effective as to a Pledgor when a counterpart hereof executed on behalf of such Pledgor shall have been delivered to the Secured Party and a counterpart hereof shall have been executed on behalf of the Secured Party, and thereafter shall be binding upon such Pledgor and the Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of the Pledgor, the Secured Party and its respective successors and permitted assigns, except that no Pledgor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void).

4.04 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Pledgors or the Secured Party that are contained in this Agreement shall bind and inure to the benefit of their respective successors and permitted assigns. The Secured Party may assign its rights hereunder to any entity to which it assigns its interest in the Note.

4.05 Secured Party Appointed Attorney-in-Fact. Each Pledgor hereby appoints the Secured Party as the attorney-in-fact of such Pledgor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Secured Party shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Secured Party's name or in the name of the applicable Pledgor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Pledged Collateral or any part thereof, (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Pledged Collateral, (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Pledged Collateral or to enforce any rights in respect of any Pledged Collateral, (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Pledged Collateral and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Pledged Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement in accordance with its terms, as fully and completely as though the Secured Party were the absolute owner of the Pledged Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Secured Party, or to present or file any claim or notice, or to take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to

become due in respect thereof or any property covered thereby. The Secured Party shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to the Pledgor for any act or failure to act hereunder, except for their own gross negligence, willful misconduct or bad faith.

4.06 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT OBJECT TO THE COMMENCEMENT OF ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING IN ANY WAY TO ANY PLEDGED COLLATERAL AGAINST THE PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 4.06. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 4.01 AND AGREES THAT SERVICE IN SUCH MANNER SHALL CONSTITUTE GOOD, VALID AND SUFFICIENT SERVICE UPON SUCH PARTY OR ITS SUCCESSORS OR ASSIGNS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

4.07 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.07.

4.08 Waivers; Amendment. (a) No failure or delay by the Secured Party in exercising any right or power hereunder or under the Note shall operate as a waiver hereof or thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder and under the Note are cumulative and are not exclusive of any rights or remedies that they would otherwise have. Without limiting the generality of the foregoing, the making of a loan or other extension of credit shall not be construed as a waiver of any Event of Default, regardless of whether the Secured Party may have had notice or knowledge of such Event of Default at the time. No notice or demand on a Pledgor in any case shall entitle such Pledgor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Secured Party and such Pledgor with respect to which such waiver, amendment or modification is to apply.

4.09 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

4.10 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be as effective as delivery of a manually executed counterpart of this Agreement.

4.11 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

4.12 Termination and Release. (a) This Agreement (other than the provisions herein that by their terms survive the termination hereof), the pledge of the Pledged Collateral and all other security interests granted hereby shall terminate when all of the Secured Obligations have been paid in full.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Secured Party shall promptly execute and deliver to the applicable Pledgor, at such Pleldgor's own expense, all Uniform Commercial Code termination statements and similar documents that such Pledgor shall reasonably request to evidence such termination or release, so long as the Pledgor shall have provided the Secured Party such certifications or documents as the Secured Party shall reasonably request in connection therewith. Any execution and delivery of documents pursuant to this Section 4.12 shall be without recourse to or representation or warranty by the Secured Party.

4.13 Right of Setoff. If an Event of Default shall have occurred and is continuing, the Secured Party is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to set off and apply any and all Pledged Collateral (including any deposits (general or special, time or demand, provisional or final)) at any time held and other obligations at any time owing by the Secured Party to or for the credit or the account of a Pledgor against any and all of the Secured Obligations then due, irrespective of whether or not the Secured Party shall have made any demand under this Agreement or Note. The rights of the Secured Party under this Section 4.13 are in addition to other rights and remedies (including other rights of setoff) which the Secured Party may have hereunder or under applicable law.

[Signature Page Follows]

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

PLEDGORS:

/s/ Suzanne F. Shank
Name: Suzanne F. Shank

Cisneros and Miramontes Holdings, LLC,
a Texas limited liability company

By: /s/ Henry Cisneros
Name: Henry Cisneros, Manager

/s/ William C. Thompson, Jr.
Name: William C. Thompson, Jr.

/s/ Sean Duffy
Name: Sean Duffy

SECURED PARTY:

MURIEL SIEBERT & CO., INC.,

By: /s/ Robert P. Mazzarella
Name: Robert P. Mazzarella
Title: Director

ACKNOWLEDGED AND AGREED TO BY:

SIEBERT BRANFORD SHANK FINANCIAL, LLC

By: /s/ Suzanne F. Shank
Name: Suzanne F. Shank
Title: Chief Executive Officer

EXHIBIT 99.1

FROM: SIEBERT FINANCIAL CORP.
885 Third Avenue Suite 3100
New York, NY 10022

SIEBERT FINANCIAL CORP. ANNOUNCES TRANSFER OF ITS OWNERSHIP INTEREST IN SIEBERT BRANDFORD SHANK & CO. TO FIRM'S MAJORITY OWNERS

NEW YORK — November 9, 2015 -- Siebert Financial Corp. (NASDAQ: SIEB) today announced its subsidiary, Muriel Siebert & Co., Inc. has sold its ownership interest held in its affiliate, Siebert Brandford Shank & Co., L.L.C. (SBSCO), to the firm's majority owners. SBSCO is the nation's #1 ranked MBE municipal finance firm and a Top 5 ranked MBE corporate underwriting firm.

The firm was founded in 1996 by the late Muriel Siebert, the first woman to own a seat on the New York Stock Exchange, together with its current CEO Suzanne Shank and its retiring chairman Napoleon Brandford III.

"The transfer of Siebert Financial Corp.'s ownership interest to SBSCO reflects the vision of Muriel Siebert almost 20 years ago," said Jane H. Macon, Chairwoman of the Board of Directors of Siebert Financial Corp. "We are very pleased that SBSCO will continue under the strong leadership of Suzanne Shank and has realigned its ownership structure to include a number of new members who are committed to its future. We wish SBSCO well as it continues to build upon an important part of Mickie Siebert's legacy."

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About Siebert Financial Corp.

Siebert Financial Corp. is a holding company which conducts all of its brokerage operations through Muriel Siebert & Co., Inc. The firm became a member of the New York Stock Exchange in 1967, when Ms. Siebert became the first woman to own a seat on the Exchange. Siebert Financial is based in New York City with additional retail branches in Boca Raton, FL and Beverly Hills, CA. www.siebertnet.com

Siebert does not provide investment, tax or legal advice. Statements in this press release concerning the Company's business outlook or future economic performance, anticipated profitability, revenues, expenses or other financial items, together with other statements that are not historical facts, are "forward-looking statements" as that term is defined under the Federal Securities Laws. Forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results to differ materially from those stated in such statements. Such risks, uncertainties and other factors include, changes in general economic and market

conditions, fluctuations in volume and prices of securities, changes and prospects for changes in interest rates and demand for brokerage and investment banking services, increases in competition within and without the discount brokerage business through broader service offerings or otherwise, competition from electronic discount brokerage firms offering greater discounts on commissions than Siebert, prevalence of a flat fee environment, decline in participation in equity or municipal finance underwriting, decreased ticket volume in the discount brokerage division, limited trading opportunities, increases in expenses, changes in net capital or other regulatory requirements. As a result of these and other factors, Siebert may experience material fluctuations in its operating results on a quarterly or annual basis, which could materially and adversely affect its business, financial condition, operating results, and stock price, as well as other risks detailed in the Company's filings with the Securities and Exchange Commission. Although the Company believes that the expectations reflected in "forward-looking statements" are reasonable, it cannot guarantee future results, levels of activity, performance or achievements. Accordingly, investors are cautioned not to place undue reliance on any such "forward-looking statements," and the Company disclaims any obligation to update the information contained herein or to publicly announce the result of any revisions to such "forward-looking statements" to reflect future events or developments. An investment in Siebert involves various risks, including those mentioned above and those, which are detailed from time to time in Siebert's Securities and Exchange Commission filings. Copies of the company's SEC filings may be obtained by contacting the company or the SEC.

For more information, please contact:
Rubenstein Associates—Public Relations
Laura Hynes-Keller: W: 212-843-8095 M: 646-797-6992