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IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

IN RE: TRANSCEND COMPANY, INC., a Michigan corporation, Assignor, To: TCI (ABC), LLC, a Delaware limited liability company, Assignee.	2026-223247-PZ JUDGE MARY ELLEN BRENNAN C.A. No.

VERIFIED PETITION FOR ASSIGNMENT FOR THE BENEFIT OF CREDITORS

Assignee TCI (ABC), LLC ("Assignee") petitions (the "Petition") the Court for an assignment for the benefit of creditors and states:

I. JURISDICTION AND PARTIES

1. MCL §§ 600.5201-5265 confers jurisdiction on this Court in this case.

2. Assignor Transcend Company, Inc. is a Michigan corporation, with federal employer identification number 85-3790436. Its principal place of business is located at 3200 Cross Creek Parkway, Auburn Hills, Michigan 48326 ("Assignor" or "Transcend").

3. Pursuant to its operating agreement, Assignee is a Delaware limited liability company, which has offices in care of Rock Creek Advisors LLC, 1738

Belmar Boulevard, Belmar, New Jersey 07719 ("Rock Creek"). A copy of Assignee's operating agreement is attached to this Petition as Exhibit A. Assignee was newly formed on April 27, 2026, and simultaneously received its EIN No. 42-2185584. Assignee is a wholly owned subsidiary of Rock Creek, a financial advisory firm possessing significant expertise in the business restructuring sector. Rock Creek's services include, without limitation, financial advisory, turnaround, restructuring, fiduciary and pension financial advisory services.

4. Rock Creek and its subsidiaries also specialize in serving as assignees in assignments for the benefit of creditors and will utilize this expertise in administering the Transcend assignment estate (the "Assignment Estate") for the benefit of the Assignor.

II. Events Leading Up to Assignment for the Benefit of Creditors/Background

5. Assignor is indebted to creditors and unable to operate as a going concern entity. As a result, Assignor is desirous of providing for payment of its debts so far as is possible through the process afforded under MCL §§ 600.5201-5265 and has solicited the assistance of the Assignee and its affiliates to administer the Transcend Assignment Estate.

6. On May 21, 2026, Assignor assigned all of its right, title, and interest in its assets pursuant to that certain General Assignment executed by the Assignor

and the Assignee (the "General Assignment"). A copy of the General Assignment is attached to this Petition as Exhibit B.

7. Headquartered in Auburn Hills, Michigan and founded in October 2020, Transcend operated as a telehealth management service organization. The Company provided non-clinical administrative and support services in a cash-based, direct-to-consumer model under which patients completed an intake questionnaire, paid a sign-up fee, and were guided through individualized wellness plans by a wellness specialist. Clinical services were delivered through an affiliated, licensed medical group, and prescriptions were filled through a network of pharmacies. Marketing was conducted in part through ambassador programs and influencer-generated content. At its peak, Transcend served approximately forty-three thousand (43,000) total clients, approximately fifteen thousand (15,000) of whom were active, located across the United States.

8. Transcend was founded by Ernest W. Colling, IV (the "Founder"), who served as its principal executive from inception through approximately mid-2025. Under the Founder's leadership, Transcend grew rapidly and achieved annualized revenues approaching Fifty Million Dollars ($50,000,000), with monthly revenues ranging from approximately Three Million Dollars ($3,000,000) to Five Million Dollars ($5,000,000).

9. On March 21, 2024, Transcend entered into a Business Administration and Support Services Agreement (the "BASSA") and a companion HIPAA Business Associate Agreement (the "BAA") with RSV Medical, PLLC, a Michigan professional limited liability company led by Dr. Richard Veyna ("RSV"). Under the BASSA, RSV provided the clinical services through which Transcend's patient programs were delivered, and Transcend acted as administrative support and as custodian of protected health information.

10. On July 17, 2024, Transcend obtained senior secured financing from Comerica Bank in the form of an Installment Note, Letter Agreement, Security Agreement and Guaranty (collectively, the "Comerica Loan"), with the Founder and Colling Enterprises, Inc. as guarantors. Comerica perfected its security interest in substantially all of Transcend's assets through a UCC-1 Financing Statement filed with the Michigan Department of State on July 24, 2024 (Filing No. 20240724000386-4).

11. Beginning in approximately mid-2025, the Founder took an extended hiatus from active management and entrusted day-to-day operations to the Company's senior officers. During that period, members of senior management began planning, in violation of the non-competition and non-solicitation covenants in their respective employment agreements, to form a competing enterprise. These efforts were facilitated by a deterioration in internal management discipline and

corporate culture during the Founder's absence, which extended through approximately late 2025. The Founder is no longer associated with the Company in an operational role.

12. In parallel with the foregoing, from 2023 to mid 2025, Transcend became embroiled in protracted litigation with a former shareholder, which consumed material attention and resources of management. These conditions, together with elevated discretionary spending and a lack of executive oversight in the Founder's absence, caused the Company's financial position to deteriorate over the course of 2025.

13. Throughout 2025, Transcend incurred a series of nonbank financing obligations and trade obligations that, in the aggregate, materially impaired its liquidity and triggered subsequent allegations of default under the Comerica Loan, including, without limitation: (i) a Forward Purchase Agreement dated June 10, 2025 with Kapitus LLC in the amount of approximately $1,572,000; (ii) a Sale of Future Receipts Agreement dated September 3, 2025 with AKF, Inc. d/b/a FundKite, advancing approximately $484,000 against approximately $680,000 of future receipts; (iii) an unsecured credit card account with JPMorgan Chase Bank, N.A. with a balance exceeding $1,000,000; and (iv) trade and service obligations to Revive exceeding approximately $1,600,000. By late 2025, aggregate creditor claims against the Company exceeded approximately $8,400,000. Additionally, in

late 2025, Transcend had several million dollars in trade debts that accrued in the ordinary course of approximately $3,000,000 to $4,000,000.

14. The combination of the foregoing pressures produced a chain of creditor demands and lawsuits between early and late 2025.

15. On November 12, 2025, Comerica issued a formal Notice of Default and Demand for Payment to Transcend. On November 14, 2025, Comerica filed a *Verified Complaint* in the Circuit Court for the County of Oakland, captioned *Comerica Bank v. Transcend Company, Inc., et al.*, Case No. 2025-218968-CB (Hon. Victoria A. Valentine) (the "Comerica Action"), seeking judgment on the Comerica Loan and the appointment of a receiver over Transcend's assets. As of November 10, 2025, Comerica alleged a principal balance of $1,148,004.71 and accrued interest of $1,519.55, with default interest continuing to accrue.

16. Concurrent with these developments, the Company's relationship with RSV deteriorated. Effective December 1, 2025, RSV delivered written notice purporting to terminate the BASSA for cause. On December 4, 2025, RSV ceased all clinical services for Transcend's patient base, cancelled patient prescriptions across each of Transcend's network pharmacies, and encouraged patients to seek refunds through chargebacks of previously authorized credit card payments. As a direct consequence of the volume of chargebacks and the resulting risk profile, Transcend's merchant processor temporarily suspended all payment collection.

Upon the eventual restoration of service, the merchant processor retained nearly $500,000 in reserve as a security measure.

17. As a result of RSV's abrupt withdrawal, Transcend was without a clinical provider from December 4, 2025 through December 8, 2025. On December 5, 2025, Transcend executed a new clinical services agreement with 1977 MESK PLLC d/b/a MD-50, a Michigan professional limited liability company led by Sunil Kurup, M.D., with services commencing December 8, 2025. Notwithstanding these efforts, Transcend's monthly revenue, which had been approximately $3,000,000 to $5,000,000, was reduced to effectively zero on December 5, 2025.

18. On December 8, 2025, RSV filed a *Verified Complaint* in the Circuit Court for the County of Oakland, captioned *RSV Medical, PLLC v. Transcend Company, Inc.*, Case No. 2025-219400-CB (Hon. Victoria A. Valentine), and obtained an Ex Parte Temporary Restraining Order and Order to Show Cause the same day. The TRO directed Transcend to restore RSV's administrative access to its clinical systems, including the Salesforce CRM, electronic medical record systems, patient portals and patient communication platforms, and prohibited Transcend from communicating with RSV's patients regarding clinical matters. Following hearings on January 5, 2026 and January 12, 2026, the Court entered a Preliminary Injunction and a follow-on Order on substantially the same terms,

including provisions governing patient correspondence and the secure transfer of protected health information.

19. The litigation with RSV materially impaired Transcend's ability to resume meaningful operations. Although a successor clinical provider was in place by December 8, 2025, the regulatory, technical, and reputational consequences of the RSV dispute prevented the Company from restarting at scale until mid-January 2026. By that time, a substantial majority of Transcend's patient base had disengaged.

20. To address the immediate liquidity crisis, on December 10, 2025, Transcend entered into a Stock Purchase and Governance Agreement with LaLa Properties 7, LLC ("LaLa"), pursuant to which LaLa agreed to acquire 30,600 shares of common stock, representing fifty-one percent (51%) of Transcend's issued and outstanding common stock, for total consideration of Three Million Dollars ($3,000,000), payable $1,500,000 at closing and $1,500,000 deferred to no earlier than January 14, 2026. The agreement vested in LaLa exclusive authority over the appointment and removal of directors and officers, all financial decision-making, and substantially all operational and strategic matters, with the Founder retaining only limited protective rights.

21. The proceeds of the LaLa investment were applied first and foremost to avert the receivership that Comerica Bank had requested in the Comerica Action,

and thereafter to satisfy and resolve other outstanding creditor claims. As a result of the resolution of Comerica's indebtedness, the Comerica Action was dismissed with prejudice by stipulated order entered December 16, 2025. Concurrent with closing, new senior management assumed direction of the Company.

22. On January 9, 2026, Transcend obtained additional financing from Epharmasolutions Inc., a Delaware corporation ("Epharmasolutions"), in the form of a Secured Promissory Note in the principal amount of Six Million Dollars ($6,000,000), accruing interest at nine percent (9%) per annum, together with a $500,000 financing fee, all of which were due on March 1, 2026. The Note was secured by a Security Agreement of the same date granting Epharmasolutions a continuing first-priority security interest in substantially all of Transcend's assets, with corresponding UCC filings.

23. Despite the LaLa equity infusion and the Epharmasolutions debt financing, Transcend's revenue did not recover. Customer attrition during the operational interruption proved largely permanent, and the Company's expense structure could not be reduced quickly enough to offset the reduced revenue. As of the date of this Petition, Transcend's monthly revenue is approximately ten percent (10%) of its mid-2025 levels.

24. Transcend was unable to satisfy the Epharmasolutions Note on the March 1, 2026 maturity date. On March 3, 2026, Epharmasolutions issued a formal

Letter of Default and Demand for Payment. On March 5, 2026, the parties executed a Forbearance Agreement under which Epharmasolutions advanced an additional $500,000 (increasing the outstanding principal to $6,500,000), Transcend agreed to pay a $500,000 forbearance fee accruing interest at nine percent (9%), and Epharmasolutions agreed to forbear from exercising remedies through 5:00 p.m. Eastern Time on April 10, 2026, with default interest continuing to accrue at nineteen percent (19%) per annum, compounded monthly. The Forbearance Period was thereafter extended by the parties on subsequent terms.

25. Between December 2025 and the date of this Petition, Transcend incurred operating losses in excess of approximately Ten Million Dollars ($10,000,000).

26. After consultation with its legal and financial advisors, and after consideration of available alternatives, including but not limited to a federal bankruptcy proceeding, the Company's Board of Directors determined, in the exercise of its fiduciary duties, that the filing of an assignment for the benefit of creditors was the mechanism most likely to maximize value for the benefit of the Company's creditors, given the secured creditor pressure, the impracticability of reorganization in light of customer attrition, and the comparative cost and efficiency of an assignment proceeding.

27. The funding made available to the Assignment Estate consists of existing company cash. The Assignee anticipates that additional cash or cash equivalents may become available following closure of estate sale transaction(s), which will occur through the Assignee's implementation of commercially reasonable sale processes involving such assets. Should the Assignee need to procure additional funding, it will seek an Assignment Estate loan with Epharmasolutions, or its designee, and will seek Court approval in connection with such loan facility. The Assignee will exercise its fiduciary duties to fully administer the Assignment Estate and will endeavor to keep the Court apprised of the Assignee's progress throughout the pendency of this case.

WHEREFORE, Assignee requests that the Court assert jurisdiction pursuant to MCL §§ 600.5201-5265.

Respectfully submitted,

Dated: May 21, 2026

/s/ Robert D. Boley

Robert D. Boley (MI Bar No. P82350)
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and

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Counsel to Assignee TCI (ABC), LLC

VERIFICATION

STATE OF MICHIGAN)
) ss.:
COUNTY OF WASHTENAW)

I, Paul Neitzel, an authorized representative for Petitioner TCI (ABC), LLC ("Assignee"), declare under penalty of perjury under the laws of Michigan and do hereby certify that I have read the foregoing Verified Petition for Assignment for the Benefit of Creditors, and the facts contained therein are true and correct as they relate to the acts and deeds of Assignee and are true and correct to the best of my knowledge, information, and belief as to the other acts and deeds alleged.

TCI (ABC), LLC

By: _____
Paul Neitzel

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF MAY 2026

SCOTT REPINE
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Oct. 20, 2030
Acting in the County of Washtenaw

_____
Notary Public

My Commission Expires: 10/20/2030

WASHTENAW

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2026, true and correct copies of the foregoing were caused to be served via overnight mail upon the following parties:

Transcend Company, Inc.
3200 Cross Creek Parkway
Auburn Hills, Michigan 48326
Attention: Alex Berezin

TCI (ABC), LLC
c/o Rock Creek Advisors LLC
1738 Belmar Blvd.
Belmar, NJ 07719
Attn: James E. Gansman

The Assignee's service list shall be supplemented within the 10-day requirement set forth under MCL § 600.5201.

/s/ Robert D. Boley
Robert D. Boley

EXHIBIT A

ASSIGNEE OPERATING AGREEMENT

Docusign Envelope ID: FF0DB743-E28E-4F32-A736-75F1E8565C04

LIMITED LIABILITY COMPANY AGREEMENT

OF

TCI (ABC), LLC

A Delaware Limited Liability Company

Dated as of

April 27, 2026

THIS AGREEMENT HAS BEEN PREPARED ASSUMING THAT ROCK CREEK ADVISORS, LLC WILL BE THE SOLE MEMBER OF TCI (ABC), LLC AND THAT TCI (ABC), LLC WILL BE A DISREGARDED ENTITY FOR FEDERAL INCOME TAX PURPOSES. IF ADDITIONAL MEMBERS ARE ADDED, UNITS TRANSFERRED, OR AN ELECTION IS MADE TO TREAT THE ENTITY AS AN ASSOCIATION TAXABLE AS A CORPORATION FOR FEDERAL INCOME TAX PURPOSES, IT WILL BE NECESSARY TO AMEND THIS AGREEMENT.

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LIMITED LIABILITY COMPANY AGREEMENT OF TCI (ABC), LLC

This Limited Liability Company Agreement ("Agreement") is made and entered into by Rock Creek Advisors, LLC (the "Member"), the sole member of TCI (ABC), LLC (the "Company") and shall be effective as of April 27, 2026, on the following terms and conditions. The Company shall be operated under and governed by the provisions of the Act, as the same may be amended from time to time, and for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise: (i) all of the capitalized words in this Agreement shall have the meanings set forth in the Appendix attached hereto; and (ii) all non-capitalized words defined in the Act shall have the meanings set forth therein.

ARTICLE 2
ORGANIZATION

2.1 Formation. The Member has authorized the formation of the Company as a Delaware limited liability company pursuant to the provisions of the Act and will treat the Company as a disregarded entity for federal and state tax purposes. The Member has caused to be filed the Certificate of Formation with the Delaware Secretary of State. The Member shall forthwith execute and cause to be filed any documents and instruments as may be necessary or appropriate in connection with the transaction of business by the Company.

2.2 Name. The name of the Company is "TCI (ABC), LLC". The Member may change the Company's name at any time and from time to time. The Member also may cause the Company to do business at the same time under more than one fictitious name if the Member determines that doing so is in the best interest of the Company.

2.3 Purpose and Character of Business. Except as provided by the Act, the Company may pursue any purpose or purposes for which individuals may lawfully associate themselves.

2.4 Principal Office. The principal office of the Company shall be located at 1738 Belmar Blvd., Belmar, NJ 07719. The location of the principal office may be changed by the Member at any time and from time to time.

2.5 Effective Date; Term. The term of the company commenced with the filing of the Certificate of Formation with the Delaware Secretary of State, and the term of the Company shall be perpetual unless earlier dissolved and terminated pursuant to the Act or to any provisions of this Agreement.

2.6 Registered Agent. The name of the Registered Agent for service or process on the Company shall be Platinum Filings LLC, whose address is in the State of Delaware is 555 East Loockerman Street, Suite 320, Dover DE 19901. The Registered agent may be changed by consent of the Member.

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2.7 Title to Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owner by the Company, as an entity and not by the Member.

2.8 Member. The Member has been admitted to the Company as the sole member. The name, mailing address, and Interest of the sole member are set forth on Exhibit A attached hereto.

2.9 Representations and Warranties. The Member hereby represents and covenants that: (a) it is acquiring the Interest for its own account as an investment and without an intent to distribute the Interest; and (b) the Member acknowledges that the Interest has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

ARTICLE 3
CAPITAL CONTRIBUTIONS

Concurrently with the execution of this Agreement, the Member shall make an initial Capital Contribution in cash or property having a fair market value in the amount set forth on Exhibit A attached hereto.

ARTICLE 4
ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocation and Distribution of Profits and Losses. As long as the Company is disregarded for federal tax purposes, the Profits, Losses and Cash Flow of the Company shall be allocated and distributed to the Member for each Fiscal Year at such time and in such manner as the sole member determines.

4.2 Accounting and Records. The Company shall maintain, at its principal office, appropriate books and records, kept in accordance with accounting principles consistently applied.

ARTICLE 5
MANAGEMENT

5.1 General. In general, and except as otherwise provided herein or by applicable law, the Member shall be responsible for the management of the Company, and no individual who is not a duly elected officer of the Company shall have any responsibility, right or power to take part in the control of the Company's business or any authority or power to act or sign for or otherwise bind the Company.

5.2 Officers. The Member may elect such officers and delegate to them such duties as they determine to be appropriate for the operation of the Company's business. An officer may resign at any time. An officer may be removed and replaced by written action of the Member by designating a replacement officer at any time and for any reason or for no reason. The initial officers of the Company shall be:

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President	James Gansman
Secretary & Treasurer	Paul Neitzel

The duties of each officer shall be consistent with the respective officer's title described in this section.

5.3 Powers and Authority. Except as otherwise provided herein or by nonwaivable provisions of applicable law, the powers and authority of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the discretion of the Member. Any action of the Member set forth in writing and signed by the Member shall be effective for the purpose of such action. Such action shall be binding and conclusive upon the Company and the Member.

5.4 Duties of the Member. The Member shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner, devoting such portion of its time and effort to Company affairs, as may reasonably be required for the effective management of such affairs; provided, however, that it is expressly understood and agreed that the Member shall not be required to devote its entire time or effort to the business of the Company and shall not be restricted in any manner from participating in any other business or activities.

5.5 Indemnification. The Company hereby agrees to and shall indemnify and defend the Member and any officers of the Company, and any employee or agent of the Company, and hold each of them harmless from and against any and all obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever than may be imposed on, incurred by or asserted against the indemnified party (including, without limitation, all costs and expenses of defense, appeal and settlement) to the fullest extent permitted by the Act. The obligations of the Company under this Section 5.5 shall be satisfied solely from the assets of the Company, and the Member shall have no personal liability on account thereof.

5.6 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of the Member or any person that is or was an officer of the Company or otherwise affiliated with the Company against any liability asserted against and incurred by such party in such party's capacity, or arising out of the party's status as such, whether or not the Company would have the power to indemnify the party against such liability under the provisions of Section 5.5 hereof.

ARTICLE 6
DISSOLUTION AND WINDING UP

6.1 Dissolution. The Company shall terminate upon the earliest to occur of the following events ("Liquidating Event"):

(a) at any time that there ceases to be at least one (1) member; or

(b) upon the entry of a decree of judicial dissolution.

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Upon the occurrence of any Liquidating Event, a certificate of cancellation containing the information required by the Act shall be delivered to the Delaware Secretary of State for filing.

6.2 Winding Up. Upon dissolution of the Company, the Member shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value. The Company's property and cash shall be distributed:

(a) to creditors, including the Member if such Member is a creditor of the Company, to the extent permitted by law, in satisfaction of the liabilities of the Company, then

(b) to the Member.

Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Fiscal Year or, if later, within ninety (90) days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Entire Agreement. This Agreement and the Certificate of Formation contain the entire understanding of the Member with respect to the subject matter hereof.

7.2 No Partnership Intended for Non-Tax Purposes. The Member has formed the Company pursuant to the Act, and expressly does not intend to form a partnership or a limited partnership.

7.3 Rights of Creditors and Third Parties Under This Agreement. This Agreement is entered into by the Member for the exclusive benefit of the Company, the Member and its successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and any member with respect to any Capital Contribution or otherwise.

7.4 Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

7.5 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors and assigns.

7.6 Notice. All notices required or permitted by this Agreement shall be in writing. Notice to the Company shall be given to the Company at its principal office or personally delivered to the custodian of the Company's records. Notice to the Member shall be given or personally delivered to the Member at the address indicated on Exhibit A, as amended from time to time, unless the Member has notified the Company in writing of a different address.

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7.7 Headings, Etc. The words Article, Section, and titles or captions contained in this Agreement are for convenience of reference only, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

7.8 Exhibits. Each exhibit, schedule or certificate attached to this Agreement is incorporated and made a part of this Agreement for all purposes.

7.9 Delaware Law Controlling. The laws of the State of Delaware, including the Act, shall govern the validity of this Agreement, the construction of its terms and all the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

ROCK CREEK ADVISORS, LLC

By: James Gansman
Name: James Gansman
Title: President

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APPENDIX

"Act" means Chapter 18 of The Delaware Limited Liability Company Act, as amended from time to time.

"Certificate of Formation" means the Certificate of Formation of the Company as properly adopted and amended from time to time by the sole member and filed with the Delaware Secretary of State pursuant to the Act.

"Capital Contribution" means any contribution of cash, property or services to the Company made by or on behalf of a member pursuant to Article 3 hereof.

"Cash Flow" means, for any period, the gross cash revenues actually received from Company operations for such period, less the portion thereof used to pay operating expenses (including any additions to the working capital reserves) for such period, all as determined by the Member.

"Fiscal Year" means the taxable year of the Member.

"Interest" means the Member's ownership interest in the Company.

"Losses" for any Fiscal Year means the net loss of the Company for such Fiscal Year or fraction thereof; as determined for federal income tax purposes.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization, association, or entity.

"Profits" for any Fiscal Year means the net income of the Company for such Fiscal Year or fraction thereof, as determined for federal income tax purposes.

"Registered Agent" shall mean the agent designated by the Company from time to time for service of process pursuant to the Act.

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EXHIBIT A

TO THE LIMITED LIABILITY COMPANY AGREEMENT OF TCI (ABC), LLC

Member	Initial Capital Contribution and Value	Percentage Interest
Rock Creek Advisors, LLC 1738 Belmar Blvd. Belmar, NJ 07719	$10.00	100%
TOTALS	$10.00	100%

EXHIBIT B

GENERAL ASSIGNMENT

Docusign Envelope ID: 170DDD6C-2138-8E37-838C-55E1E08ADD27

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this "**General Assignment**") is made this 21st date of May, 2026 (the "**Effective Date**"), by and between **TRANSCEND COMPANY, INC.**, a Michigan corporation located at 3200 Cross Creek Parkway, Auburn Hills, Michigan 48326 Federal Tax Identification Number 85-3790436, hereinafter referred to as "**Assignor**", and **TCI (ABC), LLC**, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, New Jersey 07719, Federal Tax Identification Number 42-2185584, solely in its capacity hereinafter referred to as "**Assignee**."

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor has decided to discontinue its business and transfer all of its property to an assignee for the benefit of creditors under applicable Michigan law so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts); and

B. Assignor has determined that Assignee is an entity possessing the capabilities to administer the Transcend Assignment Estate (defined below), including, without limitation, the liquidation of the estate's assets.

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **Creation of Assignment Estate**. Upon the execution of this General Assignment, a certain assignment estate shall be created, the name of which is the "**Transcend Assignment Estate**," to enable Assignee to administer such assignment estate to be comprised of the Assigned Assets (defined in paragraph 2 below). Assignee's administration of the Transcend Assignment Estate shall include the orderly liquidation of the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignor in accordance with applicable law. Assignor hereby nominates and appoints Assignee to administer the Transcend Assignment Estate. Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for their services and reimbursement of their expenses, including, without limitation, reimbursement of attorneys' fees and costs. Assignee may serve without bond, except to the extent a bond is required by law or court order.

2. **Transfer of Assets**.

a. Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee, in trust, for the benefit of Assignor's creditors generally, all of Assignor's currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements, inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on

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hand, cash in bank, intellectual property including, without limitation, all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, proceeds of or payments on claims under insurance policies (including, subject to the limitation in section 2(b)(iii) below, from or under any and all policies for Directors and Officers Liability Insurance), tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims (including any payments arising out of Directors and Officers Liability Insurance), and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "**Assigned Assets**."

b. Notwithstanding subsection a. above or any other provision of this General Assignment, (i) Assignee shall provide Assignor and its attorneys and other representatives with reasonable access to the books and records and other financial information of Assignor as reasonably requested from time to time, (ii) Assignee shall ensure that any agreement to sell Assignor's assets contains a provision requiring any purchaser to provide Assignor and its attorneys and other representatives with such reasonable access to the books and records and other financial information of the Assignor as reasonably requested from time to time, and (iii) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under Assignor's insurance policies, including, without limitation, so-called "Side A" Coverage under Assignor's Directors and Officers Liability Insurance, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. Further, the assignment of the Assigned Assets by Assignor to Assignee hereunder is and shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the Effective Date.

3. **Leases and Leasehold Interests**. The Assigned Assets further include all leases and leasehold interests of Assignor, to the extent assignable, including leases in any asset of Assignor and real property leases; provided that, should Assignee determine that any said lease or leasehold interest is of no value to the Transcend Assignment Estate, then said lease or leasehold interest may be thereby relinquished by Assignee without further liability or obligation to Assignee. This Section 3 is not intended to abrogate any assignment provision of Assignor's existing lease agreements.

4. **Delivery of Documents; Endorsements; Forwarding of Mail**. Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee. Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly

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upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. **Powers and Duties of Assignee**. Assignee shall have all powers under law necessary to marshal and liquidate the Transcend Assignment Estate, including, without limitation:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all of the Assigned Assets, including, without limitation, all of Assignor's equipment and causes of action in such manner as Assignee deems best. Assignee shall have the power to execute asset purchase agreements, bills of sale and any other such documents necessary or reasonably requested to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ (i) an auctioneer and/or liquidator to conduct any public or private sale of the assets and to advertise said sale(s) in such manner as Assignee deems best, and (ii) disinterested appraisers pursuant to MCL § 600.5215 to appraise the value of the Assigned Assets;

d. To employ attorneys (including ArentFox Schiff LLP), accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Transcend Assignment Estate and to assist in the preparation and filing of any and all State, County, or Federal Tax Returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor shall have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To request and require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to Assignor;

g. To open bank accounts in the name of Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment, as Assignee may deem necessary or advisable;

h. To conduct the business of Assignor should Assignee deem such operation proper;

i. To incur indebtedness, which also includes the funding of certain Assignor expenses as delineated in the ABC Budget;

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j. To dissolve Assignor pursuant to applicable law governing corporate dissolutions;

k. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of reasonable fees to Assignee (such fees of Assignee to be in accordance with the Compensation and Expense Reimbursement Agreement (the "**Compensation Agreement")** of even date herewith between Assignor and Assignee) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including, without limitation, ArentFox Schiff LLP), accountants of Assignee, accountants involved in preparation of tax returns for Assignor, certain professionals retained by the Assignor in connection with the transactions contemplated by this General Assignment, and any other professionals and/or employees retained by Assignee for assistance in the administration of the Transcend Assignment Estate (all such fees and expenses to be within the limits set forth in the budget attached to this General Assignment as Exhibit A (the "**ABC Budget**"));

(2) SECOND, to reimburse Assignee as to all costs advanced by Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums required to be paid in order to discharge any lien or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, any indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the Transcend Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, legal fees of Assignor for legal services rendered, including services related to the making of and administration of the General Assignment, and fees or expenses of any other professionals Assignee deems necessary to properly administer the Transcend Assignment Estate, to the extent not paid pursuant to section 5(j)(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

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(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including, without limitation, employment, property, and income taxes;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by Assignee until such time as the dispute is resolved. Assignee may make interim distributions whenever Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Transcend Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Transcend Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the Transcend Assignment Estate or proceeds thereof, when all debts of Assignor shall have been paid in full, shall be paid and transferred to Assignor for the benefit of Assignor's shareholders in accordance with the Articles of Incorporation and Bylaws of Transcend Company, Inc.

l. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including, without limitation, abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors; provided, however, that Assignee shall not abandon any of such assets to Assignor.

6. **Rights of Creditors**. Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for Assignor, and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property of Assignor.

7. **Administration of Transcend Assignment Estate**. Assignee shall administer the Transcend Assignment Estate in a manner consistent with Michigan law and other applicable state law. Additionally, Assignee will file all necessary pleadings required in an assignment for the benefit of creditors proceeding under MCL 600.5201–600.5265. Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as Assignee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

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8. **Limitation of Liability of Assignee; Indemnification**.

a. Assignor acknowledges that Assignee is acting solely in its limited capacity as Assignee of the Transcend Assignment Estate, and not in Assignee's personal capacity. The parties hereto acknowledge and agree that neither Assignee nor any of its members, managers, employees, officers, agents, attorneys or representatives will assume any personal liability or responsibility for any of Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against Assignee.

b. Assignee and its professionals shall be indemnified by the Transcend Assignment Estate for any claims brought against them for any of their acts or omissions, except where it is determined in a final judgment by a court of competent jurisdiction that Assignee's or its professionals conduct was willful or grossly negligent.

9. **Reliance**. Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to Assignee by Assignor or its directors, managers, employees, officers, agents, or representatives. Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. **Representations and Warranties of Assignor**.

a. As of the Effective Date, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including, without limitation, to transfer the property transferred to Assignee hereby;

b. The execution, delivery, and performance of this General Assignment by Assignor has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

c. This General Assignment constitutes the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with the General Assignment's respective terms.

11. **Power of Attorney**. Assignor, by this General Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney-in-Fact. Further, on the date the General Assignment is accepted by Assignee, the Assignee shall succeed to all of the rights and privileges of Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed, subject to court approval, if necessary, to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. For the avoidance of doubt,

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this power of attorney does not constitute the Assignee's assumption of the defense to any pending litigation initiated against the Assignor in a court of law, unless the Assignee expressly assumes the defense of such litigation with the entry of a notice of appearance in such litigation.

12. **Acceptance by Assignee**. By execution of this General Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that Assignee shall receive reasonable compensation for its services in connection with the administration of the Transcend Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all of Assignee's expenses incurred as a result of the administration of the Transcend Assignment Estate from the proceeds generated therefrom.

13. **Resignation by Assignee**. Assignee may resign and be discharged from its duties hereunder at any time; provided that, such resignation shall not become effective until (i) a successor assignee has been appointed by Assignee and such successor has accepted its appointment in writing delivered to Assignee, or (ii) Assignee petitions the Circuit Court of Oakland County, a court of competent jurisdiction in] the State of Michigan (the "**Court**") to appoint a successor assignee, and the Court so appoints such a successor. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but Assignee shall nevertheless, when requested in writing by the successor assignee, execute and deliver an instrument or instruments conveying and transferring to such successor assignee all of the estate's properties, rights, powers, and trusts in connection with this General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by Assignee hereunder.

14. **Governing Law**. This General Assignment shall be governed by and construed in accordance with the laws of the State of Michigan applicable to a contract executed and performed in such State, without giving effect to the conflicts of law principles thereof.

15. **Counterparts**. This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

TRANSCEND COMPANY, INC.

Signed by:
By: Daniel Scouler 5/21/2026
955D87ACF39B420...
Name: Daniel Scouler
Title: Director

ASSIGNEE

TCI (ABC), LLC

Signed by:
By: Paul Neitzel 5/21/2026
B9534F61520E445...
Name: Paul Neitzel
Title: Authorized Signatory

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EXHIBIT A

ABC BUDGET

TCI (ABC) Budget Template
All in US Funds

		ABC
1	**Beginning Cash**	**$ 100,000**
2	**Cash Inflows**	
2.01	Accounts Receivable	$ 300,000
2.02	Stripe Reserve	$ 448,000
2.03	Collections 3	$ -
	Total Cash Inflows	**$ 748,000**
3	**Fiduciary & Employee Disbursements**	
3.01	Fully Burdened Payroll	$ 250,000
3.04	Subcontractors	$ 16,500
3.05	Subcontractors - ABC	$ 10,000
3.07	Medical Benefit Administration	$ 23,000
3.10	Insurance (GL, Property, Auto)	$ 12,000
3.11	Work Comp Insurance	$ 1,200
3.14	Flex Spending Accounts	$ 1,000
3.22	Franchise Taxes	$ 1,500
	Total Fiduciary & Employee Disbursements	**$ 315,200**
4	**Company Wind Down Expenses**	
4.01	401(k) Dissolution	$ 2,500
4.03	Appraisal	$ 40,000
4.04	Bond	$ 45,000
4.05	Storage of Books and Records (7 Yrs.)	$ 2,000
4.06	Tax Return Preparation	$ 20,000
4.07	Notice to Interested Parties	$ 10,000
4.09	SPE Set Up / W2 Prep / 1099	$ 7,500
4.12	Company/SPE Dissolution costs	$ 5,000
	Total Wind Down Expenses	**$ 132,000**
5	**Supplier Cash Outflows/Disbursements**	
5.01	Compounding Pharmacies	$ 100,000
5.02	Quest Diagnostics	$ 40,000
5.03	Medical Practice Payments	$ 50,000
	Total Inventory Purchases	**$ 190,000**
6	**Other Operating Expenses**	
6.01	Rent & CAM Fees	$ 33,000
6.04	Utilities	$ 4,500
6.08	Computer Software & Maintenance & Repairs	$ 3,000
6.09	Banking Fees	$ 2,500
6.11	Miscellaneous	$ 100,000
	Total Other Operating Expenses	**$ 143,000**
7	**Professional Fees**	
7.01	Assignee Fee	$ 100,000
7.02	ABC Prep Fee	$ 25,000
7.03	Assignee Legal	$ 125,000
7.06	Assignee Sale Fee	$ 25,000
	Total Professional Fees	**$ 275,000**
	Summary:	
	Beginning Cash	$ 100,000
	Incoming Cash	$ 748,000
	Expenses	$ 1,055,200
	Funding needed	$ 1,000,000
	Net	$ 792,800