

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		12/30/2014	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MVC Capital, Inc.		
Street Address:	287 Bowman Avenue		
Internal Address:	2nd Floor		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2224727	HEALTHCARE VISION	
Registration Number:	2260129	TOTAL LIPID CARE	
Registration Number:	2283251	ATM	
Registration Number:	2344187	DIET DIABETES INSTRUCTION, EDUCATION & T	
Registration Number:	2370618	EZ-DME	
Registration Number:	2672514	VISUAL PHARMACY	
Registration Number:	2028648	ALPHA-CARE	
Registration Number:	2026901	ALPHA-POS	
Registration Number:	2019207	HCC:HME	
Registration Number:	2875632	PAYOR'S HIGHEST RESPONSE	
Registration Number:	3006710	DATA VOLUME REBATE BY UNIT	
Registration Number:	2856971	EZ-SIGN	
Registration Number:	2900742	EZ-FLOW	
Registration Number:	2916248	FREEDOM DATA SERVICES	
Registration Number:	2935197	ECONCILE	
Registration Number:	2955038	COMPLYCHEK	
Registration Number:	2970479	EZ DATA WAREHOUSE	
Registration Number:	3004234	COUNSELCHK	

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Property Type	Number	Word Mark
Registration Number:	3066464	EZ-SWITCH
Registration Number:	3066465	EZ-DATA
Registration Number:	3054719	TOTAL LIPID CARE
Registration Number:	3464093	RX-1 ENTERPRISE
Registration Number:	3280756	EZ E-SCRIPT
Registration Number:	3138956	EZ-VUE
Registration Number:	3240948	POD
Registration Number:	3958598	RXCLASSROOM

CORRESPONDENCE DATA

Fax Number: 3128966289
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-2975
Email: ipdocket-chi@lockelord.com
Correspondent Name: David T. Van Der Laan
Address Line 1: 111 S. Wacker Dr.
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	1497242.0091
NAME OF SUBMITTER:	Ingrid J. Scheckel
SIGNATURE:	/Ingrid J. Scheckel/
DATE SIGNED:	04/22/2016

Total Attachments: 26

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LOAN PURCHASE AND ASSUMPTION AGREEMENT

THIS LOAN PURCHASE AND ASSUMPTION AGREEMENT (this "Agreement"), which is being entered into as of the 30th day of December, 2014 (the "Effective Date"), by and between FIFTH THIRD BANK, an Ohio banking corporation ("Seller") and MVC CAPITAL, INC., a Delaware corporation ("Buyer"), sets forth the terms and conditions pursuant to which Seller agrees to sell and Buyer agrees to purchase the Loan identified herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Purchase and Sell. Subject to and in accordance with the terms and conditions of this Agreement, Seller hereby agrees to sell, assign, transfer and convey to Buyer, on the Effective Date or on such other date as Seller and Buyer may agree to in writing (the "Closing Date"), and Buyer hereby agrees to purchase, accept and assume on the Closing Date, all rights, titles, obligations and interests of Seller, as of the Closing Date, in, to and under the loan set forth on Schedule A attached hereto (the "Loan"), including the accrued interest on the Loan for the month of December, 2014.

2. Closing/Payment of Purchase Price. The closing shall occur on the Closing Date. As the purchase price for the Loan, Buyer shall pay to Seller the sum of \$10,529,994.51 (the "Purchase Price"). On the Closing Date, Buyer shall pay the Purchase Price to Seller in immediately available funds by wire transfer in accordance with the wire instructions contained on Schedule D attached hereto (the "Wire Instructions").

2.1 Conveyance. Upon the fulfillment of the conditions precedent set forth in Section 9.2, Seller shall sell, assign, transfer and convey the Loan to Buyer without representation, warranty or recourse, except as otherwise expressly provided herein, all in accordance with and subject to the provisions of this Agreement.

2.2 Taxes, Fees, Etc. Buyer shall pay all transfer, filing and recording fees, documentary taxes (if any), and other out of pocket fees and expenses (a) required to be paid in connection with transferring, filing or recording the assignment of UCC financing statements or any other Loan Documents (as defined below) being assigned hereunder, or (b) are incurred by Buyer in connection with the transactions contemplated by this Agreement, to the extent that all of the foregoing exceed \$18,750, and Seller shall pay all of the foregoing amounts up to and including \$18,750, which is reflected as a deduction to the Purchase Price and no further payment need be made by Seller.

2.3 Payments Subsequent to the Closing Date. From time to time after the Closing Date, Seller shall pay to Buyer the amount of any Collections (net of any out-of-pocket costs or expenses incurred by Seller related to the Collections) received by Seller on or after the Closing Date (to the extent collected in good funds by Seller and not returned by Seller to the Obligor, as such term in hereinafter defined) which have not already been paid to Buyer or the Obligor. For purposes of this Agreement, the term "Collections" shall mean all payments, proceeds and/or

awards, actually received by Seller, in cash, including checks which have been reduced to good funds, for application to the outstanding principal under the Loan.

3. Transfer of Loan.

3.1 Delivery of Certain Documents. By no later than ten (10) Business Days following the Closing Date, Seller shall deliver to Buyer the following:

- (i) the original Notes;
- (ii) originals or true and correct copies of all Loan Documents; and
- (iii) executed assignments of the Notes in substantially the form attached hereto as Schedule F.

As used in this Agreement, the following terms shall have the following meanings:

- “Business Day” shall mean any day other than a Saturday, Sunday or United States national holiday.
- “Collateral” shall mean all assets of the Obligor subject to a security interest, lien or encumbrance in favor of Seller pursuant to the Loan Documents.
- “Event of Default” shall have the meaning ascribed thereto in the Credit Agreement (as defined below).
- “Loan Documents” shall mean (i) the Senior Subordinated Credit Agreement, dated as of August 27, 2012 by and among Lagniappe Health Acquisition Company, Inc., a Delaware corporation, FDS, Inc., a Delaware corporation, Lagniappe Pharmacy Services, Inc., a Delaware corporation, HCC Pharmacy Services, Inc., a Delaware corporation, Robertson Piper Software Group, Inc., a Delaware corporation, and Lagniappe Pharmacy Services, LLC, a Delaware limited liability company formerly known as Opus-ISM LLC and successor by merger to HCC, Inc., a Delaware corporation, and Seller, as amended by that certain Consent Letter dated as of September 6, 2013, that certain First Amendment to Senior Subordinated Credit Agreement dated as of January 15, 2014, and that certain Second Amendment to Senior Subordinated Credit Agreement dated as of the Effective Date (the “Credit Agreement”), the Notes and the other instruments, agreements and other documents listed in Schedule B, including, without limitation any security agreements or other agreements that establish Seller’s rights in Collateral which are listed in Schedule B, and (ii) related filed or recorded financing statements listed in Schedule B.
- “Notes” (whether one or more than one) shall mean the promissory notes or other instruments that evidence indebtedness in respect of the Loan and are listed in Schedule B.

- “Seller’s Knowledge” means the actual knowledge as of any date of determination, without independent investigation, of any individual having the title with Seller of “Relationship Manager” or “Portfolio Manager”, and who was employed by Seller as of the Closing Date, and who has or has had, as of or prior to the Closing Date, responsibility with respect to the administration of the Loan (as applicable, a “Relationship Manager” and a “Portfolio Manager”).

3.2 Limitation on Assets Sold. Notwithstanding anything to the contrary contained herein, consistent with the provisions of Section 3.3 below, Buyer acknowledges and agrees that Seller is not assigning, transferring or otherwise providing to Buyer any rights in or to anything other than the Loan and the documents and items specified in Section 3.1 above. In that regard, Buyer acknowledges that it is not acquiring any rights in any other commercial loans, banking services or other financial products or services now or at any time offered by Seller to any Obligor, including without limitation, deposit accounts, deposit services, lockboxes, treasury, wealth management or similar products or services, that may be associated with the Loan or any Obligor thereunder (“Unrelated Products”) or any rights of Seller in any such Unrelated Product, including, but not limited to, any statutory or other rights, liens, encumbrances, claims and rights of setoff Seller may have, now or in the future, in or against any Unrelated Product. As used in this Agreement, the term “Obligor” shall mean, collectively, the maker(s) and any co-maker(s) of the Notes and any guarantor, surety or other primary, secondary or other party obligated with respect to the Loan, or any payments or performance obligation in connection therewith, and any other party who has granted Collateral for, or whose property or any part thereof is subject to any encumbrance securing, the Loan or any performance or payment obligation in connection therewith.

3.3 No Other Assets Purchased. Buyer understands and agrees that it will be purchasing only the Loan specified in this Agreement, and except as may otherwise expressly be provided for in this Agreement, Buyer will acquire no other interest in any other business relationship which Seller has or may have with any Obligor or any other customer of either Seller or its Affiliates. Buyer further understands and agrees that Seller and its Affiliates are retaining any and all rights arising prior to the Closing Date under any indemnification or reimbursement provisions contained in the Notes or the other Loan Documents. For the purposes of this Agreement, the term “Affiliates” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, or a director, officer, joint venturer, or other partner, or member of such Person. For purposes of this Agreement, the term “Person” means, any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated organization, government, or other entity.

3.4 Assumed Liabilities. Subject to the terms and conditions of this Agreement, including, without limitation, the transfer of the Loan to Buyer, Buyer shall, as of the Closing Date, assume and thereafter honor and fully and timely pay, perform, and discharge when due, all of the liabilities of Seller arising under the Loan or the Loan Documents with respect to facts or circumstances relating to periods after the Closing Date (collectively, the “Assumed Liabilities”). Seller shall retain and Buyer shall not assume any liability or obligation of Seller arising under the Loan or the Loan Documents with respect to facts or circumstances relating to periods prior to the Closing Date.

3.5 Affirmative Acknowledgements. Buyer acknowledges and agrees that it will look solely to each Obligor and the Collateral for the payment or collection of the Loan. Buyer hereby acknowledges and agrees that, excepting only as is otherwise expressly provided for herein, Buyer is purchasing the Loan on an "as-is, where-is" basis, and without recourse. Buyer has had the opportunity to engage legal counsel and has performed such due diligence that it deems necessary and appropriate in connection with the purchase and assignment contemplated hereunder. In addition to its specific representations and warranties set forth in Sections 4.6 and 4.7 hereof, Buyer has performed its own credit underwriting and represents to Seller that it understands that enforcement of the Loan may not result in collection of all or any of the sums due thereunder. Buyer assumes all risks, including risk of loss, counterclaims, defenses and delays, and the cost of enforcement of claims with respect to the Loan, and Buyer understands that its enforcement efforts in respect of the Loan may be adversarial in nature and subject to actual or potential claims and defenses of the Obligor. Buyer also assumes all risk associated with any litigation proceedings, arbitration proceedings or governmental investigations/proceedings that may be pending as of the Closing Date with respect to the Loan, the Obligor or any of the Collateral.

4. Representations and Warranties of Buyer. Buyer hereby represents and warrants as follows:

4.1 Organization, Existence, Etc. Buyer is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization, and is registered or qualified to conduct business in all other jurisdictions in which the failure to be so registered or qualified would materially and adversely affect the ability of Buyer to perform its obligations hereunder.

4.2 Authority and Enforceability, Etc. Buyer has the power and authority to execute, deliver and perform all terms under this Agreement and all related documents to which it is a party and has taken all necessary action to authorize such execution, delivery and performance. Buyer's execution of this Agreement and its performance of its obligations hereunder are not subject to any further approval, vote or contingency from any Person or committee. Assuming due authorization, execution and delivery by Seller, this Agreement and all obligations of Buyer thereunder are the legal, valid and binding obligations of Buyer, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 No Pending Litigation. Buyer represents that there is no pending or threatened litigation, administrative ruling or investigation by any federal or state agency having jurisdiction over Buyer which, if determined adversely to Buyer, would have a material adverse effect on Buyer's execution, delivery, or enforceability of this Agreement.

4.4 Conflict with Existing Laws or Contracts. The execution and delivery of this Agreement and the performance by Buyer of its obligations thereunder will not conflict with or be a breach of any provision of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Buyer is subject; and Buyer has obtained any

consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery and performance by Buyer thereof.

4.5 Financial Condition. Buyer does not believe, nor does it have any cause or reason to believe, that it cannot perform all of Buyer's obligations contained in this Agreement. Buyer is solvent and the purchase of the Loan will not cause Buyer to become insolvent. Buyer will have sufficient funds to perform its obligations contained in this Agreement.

4.6 Decision to Purchase. Buyer has entered into this Agreement solely upon its own independent investigation and credit analysis and is not relying upon any information supplied by or any representations made by Seller with respect thereto, other than the representations and warranties of Seller contained in Sections 5.1 and 5.2 hereof. Buyer's decision to purchase the Loan is based upon its own comprehensive review and independent expert evaluation of materials deemed relevant by Buyer and its agents. Buyer has made such independent investigation as Buyer deems to be warranted into the nature, title, attachment, perfection, priority, validity, enforceability, collectability, and value of the Loan, the title, condition and value of any collateral securing the Loan, the market conditions and other characteristics of the places where any such collateral is located, and all other facts it deems material to the purchase of the Loan.

4.7 No Reliance. In entering into this Agreement, Buyer has not relied upon any oral or written information from Seller or any of its respective employees, agents, attorneys or representatives, other than the representations and warranties of Seller contained in Sections 5.1 and 5.2 hereof. Buyer acknowledges that no employee, agent, attorney or representative of Seller has been authorized to make, and that Buyer has not relied upon, any statements, representations or warranties other than those contained in Sections 5.1 and 5.2 hereof.

4.8 Buyer a Sophisticated Investor. Buyer is a "sophisticated investor" and an "accredited investor" (as each such term is used in regulations promulgated under the Securities Act of 1933, as amended).

4.9 Confidentiality Agreement. Buyer has not violated any of the terms of the Mutual Nondisclosure Agreement executed by and between Buyer and Seller dated as of November 6, 2014 ("Confidentiality Agreement").

4.10 Anti-Terrorism Law Compliance. Buyer is not (i) in violation of any law or regulation or (ii) identified in any list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list, executive Order No. 13224 or the USA Patriot Act), in each case that prohibits or limits the conduct of business with or the receiving of funds, goods or services to or for the benefit of certain persons specified therein.

4.11 Brokers. No broker or other party entitled to a commission is involved in connection with this transaction.

5. Seller's Representations, Warranties/ No Recourse/ As-Is Where-Is. Seller has not made, and does not and will not make, any representation or warranty, whether expressed, implied, at law or in equity, of any kind or nature, with respect to the Loans, except as expressly provided in Sections 5.1 and 5.2 of this Agreement, including, but not limited to (i) the enforceability or

collectability of all or any portion of the Loan, (ii) the perfection, priority or existence of any of Seller's rights in Collateral, (iii) the existence or nonexistence of any liens (e.g., tax liens, mechanics liens, judgment liens, etc.) encumbering any portion of the Collateral, and Seller shall have no obligation or responsibility with respect to any such liens, (iv) the value or condition of the Collateral, or (v) the existence or non-existence of any leases, licenses or easements affecting the Loan or any of the Collateral. Except as expressly provided in Sections 5.1 and 5.2 of this Agreement, Seller does not represent, warrant or insure the accuracy or completeness of any information, including, without limitation, any information contained in the Notes and/or the other Loan Documents, or prepared by accountants, engineers, appraisers, environmental consultants or other professionals.

5.1 Representations and Warranties by Seller. Seller hereby represents and warrants as follows as of the Effective Date and as of the Closing Date:

5.1.1 Organization, Existence, Etc. Seller is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization, and is registered or qualified to conduct business in all other jurisdictions in which the failure to be so registered or qualified would materially and adversely affect the ability of Seller to perform its obligations hereunder.

5.1.2 Authority, Enforceability, Etc. Seller has the requisite power and authority to enter into the transactions contemplated by this Agreement and has obtained all necessary approvals and consents (to the extent required and including, without limitation, consents of the Obligor to the extent such consents may be required) to enter into this Agreement and perform its obligations hereunder.

5.1.3 No Pending Litigation. That there is no pending or, to Seller's Knowledge, threatened litigation, administrative proceeding, ruling or investigation involving any federal or state governmental agency having jurisdiction over Seller which, if determined adversely to Seller, would have a material adverse effect on Seller's execution, delivery, or performance of this Agreement.

5.1.4 Conflict with Existing Laws or Contracts. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with or be a breach of any material provision of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Seller is subject; and Seller has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery and performance of this Agreement by Seller.

5.1.5 Brokers. No broker or other party entitled to a commission is involved in connection with this transaction.

5.2 Representations and Warranties by Seller as to the Loan. Seller hereby represents and warrants the following as to the Loan:

5.2.1 Title to Loan. As of both the Effective Date and the Closing Date, Seller will have good title to, and will be the sole owner of, the Loan. Seller will sell, transfer,

assign and convey the Loan to Buyer under this Agreement free and clear of any liens, encumbrances, assignments, participations or other charges assessed against Seller.

5.2.2 Principal Balance/Deferred Compounding Fee. As of the Effective Date, the principal balance outstanding on the Loan is \$10,300,000.00. As of the date hereof, the Compounding Deferred Fee (as defined in the Senior Subordinated Term Loan Promissory Note, dated as of August 27, 2012, from Lagniappe Health Acquisition Company, Inc., a Delaware corporation, Lagniappe Pharmacy Services, LLC, a Delaware limited liability company formerly known as Opus-ISM LLC and successor by merger to HCC, Inc., a Delaware corporation, FDS, Inc., a Delaware corporation, Lagniappe Pharmacy Services, Inc., a Delaware corporation, and HCC Pharmacy Services, Inc., a Delaware corporation, to Seller through its Mezzanine Finance Group in the original principal amount of \$10,300,000) on the Loan is \$1,065,555.98.

5.2.3 No Defaults/Obligor Disclosures. Schedule C contains true and correct copies of all notices of any Events of Default declared by Seller relating to the Loan within the 12 months prior to the Effective Date ("Default Notices"). Schedule C also contains true and correct copies of any compliance certificates upon which any Default Notices were based. To Seller's Knowledge, no Event of Default exists as of the Effective Date. In addition, to the actual knowledge, without independent investigation, of any individual having the title with Seller of "Relationship Manager" or "Portfolio Manager", and who was employed by Seller as of the Closing Date, and who has or has had, as of or prior to the Closing Date, responsibility with respect to the administration of the Loans (as defined in the Amended and Restated Credit Agreement, dated as of August 27, 2012, among Lagniappe Health Acquisition Company, Inc., a Delaware corporation, FDS, Inc., a Delaware corporation, Lagniappe Pharmacy Services, Inc., a Delaware corporation, HCC Pharmacy Services, Inc., a Delaware corporation, Robertson Piper Software Group, Inc., a Delaware corporation, Lagniappe Pharmacy Services, LLC, a Delaware limited liability company formerly known as Opus-ISM LLC and successor by merger to HCC, Inc., a Delaware corporation, and Seller through its Structured Finance Group, as amended by that certain Consent Letter dated as of September 6, 2013, that certain First Amendment to Amended and Restated Credit Agreement dated as of January 15, 2014, and that certain Second Amendment to Amended and Restated Credit Agreement dated as of the Effective Date (as so amended, the "Senior Credit Agreement")), no Event of Default (as defined in the Senior Credit Agreement) exists as of the Effective Date.

5.2.4 Litigation. Except as set forth on Schedule D, as of the Effective Date, no Relationship Manager or Portfolio Manager has been advised in writing by any Obligor of any pending litigation naming any Obligor as a party that could be reasonably expected to have a material adverse effect on the condition, financial or otherwise, of the Obligors taken as a whole.

5.2.5 Confidentiality Agreement. Seller has not violated any of the terms of the Confidentiality Agreement.

6. Certain Obligations of Buyer.

6.1 Reporting to or for the Internal Revenue Service. Buyer agrees to submit all Internal Revenue Service Forms and Information Returns for the Loan from the Closing Date forward.

6.2 Protection of Confidential Information. Buyer acknowledges that it will acquire confidential information from Seller that may include "nonpublic personal information" as that term is defined in 15 U.S.C. 6809 concerning customers and agrees that it will not use nor disclose any such confidential information except for the purposes contemplated by this Agreement. Buyer shall maintain policies and procedures designed to: (1) ensure the security and confidentiality of confidential information; (2) protect against any anticipated threats or hazards to the security or integrity of confidential information; and (3) protect against unauthorized access to or use of confidential information that could result in substantial harm or inconvenience to any customer of Seller. Both parties to this Agreement, and their respective employees, agents, successors and assigns, will keep this Agreement confidential and will not, without the other party's written consent, divulge any information pertaining to this transaction, including the Purchase Price, except to the extent that it is appropriate or required by law for either party to do so in working with legal counsel, auditors, taxing authorities or other governmental agencies including periodic report requirements of the Securities Exchange Commission.

7. Indemnification.

7.1 Indemnity by Buyer. Buyer shall indemnify, hold harmless, and defend Seller, its Affiliates and their respective successors, assigns, directors, shareholders, officers, agents and employees (collectively, the "Seller Indemnified Parties") from and against all claims, losses, liabilities (including liabilities to Obligors under the Loan), demands, judgments, awards, court orders, settlements, damages, and obligations of any nature whatsoever (including reasonable legal fees and expenses) (collectively, "Damages") which such Seller Indemnified Parties shall receive, suffer or incur arising out of or resulting directly or indirectly from: (i) the Assumed Liabilities or (ii) any Damages asserted against a Seller Indemnified Party by a Person other than a Seller Indemnified Party to the extent relating to any action taken or failed to have been taken by Buyer in connection with or relating to the Loan, the Notes, any guaranties thereof, or the Loan Documents, based upon facts, events or circumstances arising or occurring on or after the Closing Date (any claim of Damages made by any Seller Indemnified Party under clause (i) or (ii) of this Section 7.1, a "Seller Third Party Claim").

7.2 Defense of Certain Claims. Notwithstanding anything to the contrary in this Section 7, if a Third Party Claim: (i) involves any proceeding brought by any governmental authority, (ii) seeks injunctive relief, (iii) involves a class action, (iv) involves allegations of criminal activities, (v) involves allegations of violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. sections 1961, *et seq.*, as amended, or any domestic (federal or state) or foreign securities, antitrust, or banking laws or regulations, or (vi) could, in Seller's sole discretion, adversely affect the goodwill or image of Seller or create any material harm to any Seller Indemnified Party, each such Third Party Claim may be defended under the sole control and direction of Seller and Seller's counsel, regardless of whether Buyer is the indemnitor of such Third Party Claim, and, in that event, (a) Seller's defense of such Third Party Claim will be at the sole cost and expense of Buyer and (b) all Damages arising from such Third Party Claim

will be fully paid and satisfied solely by Buyer. Notwithstanding the foregoing, Seller shall promptly notify Buyer of such Third Party Claim, provided, however, that (x) if Seller assumes the defense of the action and fails to provide prompt notice to Buyer, such failure shall not limit in any way Buyer's obligation to indemnify Seller except to the extent that such failure materially prejudices Buyer's ability to defend the action, and (y) Buyer may, at its own expense and without limiting its obligation to indemnify Seller, participate in the defense of such action with counsel reasonably satisfactory to Seller, or Buyer may, at its own expense and without limiting its obligation to indemnify Seller, assume the defense of such action with counsel reasonably acceptable to Seller. In any event, the party that has assumed the defense of such action shall provide the other party hereto with copies of all notices, pleadings, and other papers filed or served in such action, and correspondence relating to any settlement or potential settlement. Unless a settlement or adjustment will not require Buyer to pay a material amount of money or adversely affect the enforceability of any of the Loan Documents, in which case Buyer's consent shall not be required, neither party hereto shall make any settlement or adjustment without the other party's prior consent, which consent (a) in the case of Buyer will not be unreasonably withheld if the settlement or adjustment provides for (either alone or together with other relief) the payment of a material amount of money damages by Buyer, and (b) in the case of Seller may be withheld for any reason if the settlement or adjustment involves performance or admission by Seller.

8. Expenses.

8.1 Except as otherwise provided herein, Seller and Buyer shall each pay all of their own out-of-pocket expenses in connection with this Agreement, including investment banking, appraisal, accounting, consulting, professional, and legal fees, if any, whether or not the transactions contemplated by this Agreement are consummated.

8.2 Buyer shall pay all recording, filing or other fees, costs and expenses associated with the sale, transfer and assignment of the Loan, Loan Documents, etc., including without limitation the costs and expenses relating to the recording of assignments of the financing statements, the Notes, security agreements or other instruments applicable to or arising in connection with the transfer, assignment or assumption of the Loan and Assumed Liabilities.

9. Conditions to Closing.

9.1 Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the satisfaction (or, if applicable, waiver in the sole discretion of Buyer) on and as of the Closing Date, of each of the following conditions:

9.1.1 All of the covenants and other agreements required by this Agreement to be complied with and performed by Seller shall have been duly complied with and performed in all material respects.

9.1.2 The representations and warranties made by Seller in Sections 5.1 and 5.2 hereof shall have been true and correct in all material respects as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

9.1.3 The Credit Agreement shall have been amended, such amendment to become effective as of the Closing Date, in a manner satisfactory to Buyer.

9.2 Conditions to Obligations of Seller. The obligations of Seller under this Agreement are subject to the satisfaction (or, if applicable, waiver in the sole discretion of Seller) on and as of the Closing Date, of each of the following conditions:

9.2.1 All of the covenants and agreements required by this Agreement to be complied with and performed by Buyer shall have been duly complied with and performed in all material respects.

9.2.2 The representations and warranties made by Buyer herein or in any certificate or other document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true and correct in all material respects when made and as of the Closing Date.

9.2.3 Seller shall have received the Purchase Price.

9.2.4 The Credit Agreement shall have been amended, such amendment to become effective as of the Closing Date, in a manner satisfactory to Seller.

10. Modification and Waiver. No modification of any provision of this Agreement shall be binding unless in writing and executed by the party or parties sought to be bound thereby. Performance of or compliance with any covenant given herein or satisfaction of any condition to the obligations of either party hereunder may be waived by the parties to whom such covenant is given or whom such condition is intended to benefit, except as otherwise provided in this Agreement or to the extent any such condition is required by law; provided, that, any such waiver must be in writing.

11. Notice to Obligor. Seller and Buyer shall each, within five (5) Business Days after the Closing Date, and at the sole cost and expense of each, provide notice of the transfers provided for herein to each Obligor by first class U.S. Mail, or by such other method as may be required under the Credit Agreement. In no event shall Seller have any obligation to any party, including but not limited to Buyer, for any failure to provide such notice to any Obligor. Buyer affirmatively agrees to file all necessary assignments and amendments as necessary in order to effectuate or complete the transaction contemplated hereunder including any assignments of financing statements or other lien notifications within ninety (90) days of the Closing Date (or as soon as practically possible thereafter).

12. Notice of Claim. Buyer shall, within ten (10) days of receipt, notify Seller of any claim, threatened claim, or litigation relating to the Loan that is made or filed against Seller, or any of its successors, assigns, predecessors or Affiliates, and which comes to the attention of Buyer. Seller shall, within ten (10) days of Seller's Knowledge, notify Buyer of any claim, threatened claim, or litigation relating to the Loan that is made or filed against Buyer, or any of its successors, assigns, predecessors or Affiliates.

13. Notices. All notices or deliveries required or permitted hereunder shall be in writing and delivered personally or by facsimile or generally recognized overnight delivery service, and shall

be deemed given (a) when delivered, if delivered personally, by facsimile or by electronic mail, or (b) on the following Business Day, if sent by generally recognized overnight delivery service, in each case to Seller at the following address, to Buyer at the following address, or such other address as either party may hereafter designate by notice given in compliance with this Section to the other party:

To Seller:

Fifth Third Bank
38 Fountain Square Plaza
Mail Drop: 109051
Attention: Shane Lowe
Facsimile Number: (513) 534-3494
Email: Shane.Lowe@53.com

With a copy to:

Fifth Third Bank Legal Department
38 Fountain Square Place
Mail Drop: 10AT76
Cincinnati, OH 45263
Attention: Commercial/General Counsel
Facsimile Number: (513) 534-6757
[Email notice not permitted]

To Buyer:

MVC Capital, Inc.
MVC Capital, Inc.
201 E. Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Attn: David J. Williams
Facsimile: (914) 701-0315
Email: David.Williams@mvcapital.com

With a copy to:

Edwards Wildman Palmer LLP
225 West Wacker Drive
Chicago, IL 60606
Attention: John Eisel, Esq.
Facsimile Number: (855) 577-8443
Email: jeisel@edwardswildman.com

14. Severability. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason

whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

15. Binding Effect and Assignment. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including any attachments hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors, and assigns. Notwithstanding anything herein to the contrary, however, Buyer shall not assign its rights under this Agreement without the prior written consent of Seller, except that Buyer may assign its rights under this Agreement to an Affiliate, and in the event of any assignment, both Buyer and assignee shall be jointly and severally liable hereunder.

16. Prior Understandings; Limitation of Damages. Except for the Confidentiality Agreement, this Agreement supersedes any and all prior discussions and agreements between Seller and Buyer with respect to the purchase of the Loan and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH OF THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, IRREVOCABLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO (COLLECTIVELY, "EXCLUDED DAMAGES") PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN RESPECT OF ANY LITIGATION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF ANY OF THEM RELATING THERETO EXCEPT SOLELY WITH REGARD TO DAMAGES SUFFERED BY A SELLER INDEMNIFIED PARTY IN RESPECT OF A THIRD PARTY CLAIM. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR SELLER TO ENTER INTO THIS AGREEMENT, BUYER EXPRESSLY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY ONE OR MORE CLAIMED BREACHES OF THIS AGREEMENT BY SELLER, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE.**

17. Relationship of the Parties. The parties' relationship is that of buyer and seller; the parties are not partners or joint venturers and neither party has any authority to represent, obligate or bind the other with respect to any third party, except as set forth in Section 7.2.

18. Choice of Law. This Agreement and claims arising out of or in connection therewith shall be governed by and construed and enforced in accordance with the laws of the State of Ohio and Buyer consents to jurisdiction in the federal or state courts situated in City of Cincinnati, Hamilton County, Ohio.

19. Time of the Essence. Time is of the essence of all provisions of this Agreement.

20. Jury Waiver. EACH OF THE PARTIES HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDINGS OR LITIGATION BROUGHT AGAINST THE OTHER OF THEM WITH RESPECT TO THIS AGREEMENT.

21. Counterparts. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by each of the parties. The transmission of an executed copy of this Agreement by fax in the manner hereby contemplated shall be deemed to constitute execution and delivery of an original executed copy.

22. Interpretation. Section titles, headings to sections and any table of contents are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation hereof. The Schedules and Attachments referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. As used herein, "include," "includes," and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing," "written," and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to a Person are also to its successors and assigns; except as the context may otherwise require, "hereof," "herein," "hereunder," and comparable terms refer to the entirety hereof and not to any particular article, section or other subdivision hereof or attachment hereto; references to any gender include the other; except as the context may otherwise require, the singular includes the plural and vice versa; references to any agreement or other document are to such agreement or document as amended and supplemented from time to time; references to "Article," "Section," or another subdivision or to an "Exhibit" or "Schedule" are to an article, section, or subdivision hereof or an "Exhibit" or "Schedule." The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation, construction and enforcement of this Agreement or any amendment, Attachment, Schedule or Exhibit hereto.

23. No Third Party Beneficiaries. The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto. No future or present employee or customer of either of the parties, nor their Affiliates, successors or assigns or other Persons, shall be treated as a third party beneficiary in or under this Agreement.

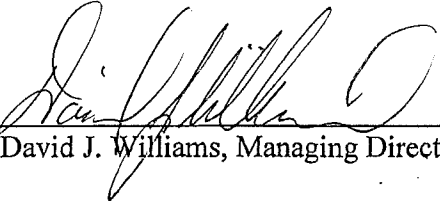
24. Certain Post-Closing Claims. If, in any instance after the Closing Date, Seller is required to disgorge, to a trustee in bankruptcy, a receiver or any similar party, any payments it received on the Loan prior to the Closing Date, Buyer will cooperate with Seller to facilitate the filing of a claim by or on behalf of Seller to recover the disgorged amount. Buyer and Seller acknowledge that, notwithstanding anything to the contrary contained in this Agreement, Seller shall be entitled to any and all proceeds resulting from any such claim.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED AS OF THE EFFECTIVE DATE.

BUYER:

MVC CAPITAL, INC.

By: 
David J. Williams, Managing Director

SELLER:

FIFTH THIRD BANK

By: _____
Clayton A. Bruce, Vice President

By: _____
Name: _____
Its: _____

EXECUTED AS OF THE EFFECTIVE DATE.

BUYER:

MVC CAPITAL, INC.

By: _____
David J. Williams, Managing Director

SELLER:

FIFTH THIRD BANK

By: Clayton A. Bruce
Clayton A. Bruce, Vice President

By: Kevin E. Nonak
Name: Kevin E. Nonak
Its: Vice President

SCHEDULE A

THE LOAN

Term Loan (as defined in the Credit Agreement).

SCHEDULE B

LOAN DOCUMENTS

- Senior Subordinated Credit Agreement effective as of August 27, 2012, by and among Lagniappe Health Acquisition Company, Inc., FDS, Inc., HCC, Inc., Lagniappe Pharmacy Services, Inc., HCC Pharmacy Services, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- First Amendment to Senior Subordinated Credit Agreement dated as of January 15, 2014 by and among Lagniappe Health Acquisition Company, Inc., FDS, Inc., Lagniappe Pharmacy Services, Inc., HCC Pharmacy Services, Inc., Robertson Piper Software Group, Inc., Lagniappe Pharmacy Services, LLC, and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Second Amendment to Senior Subordinated Credit Agreement dated as of December 30, 2014 by and among Lagniappe Health Acquisition Company, Inc., FDS, Inc., Lagniappe Pharmacy Services, Inc., HCC Pharmacy Services, Inc., Robertson Piper Software Group, Inc., Lagniappe Pharmacy Services, LLC, and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Senior Subordinated Term Loan Promissory Note dated as of August 27, 2012, by and among Lagniappe Health Acquisition Company, Inc., FDS, Inc., HCC, Inc., Lagniappe Pharmacy Services, Inc., HCC Pharmacy Services, Inc. and Fifth Third Bank, through its Mezzanine Finance Group, in the principal sum of \$10,300,000.
Original document
- Guaranty dated as of August 27, 2012, by and between Lagniappe Health, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Pledge Agreement dated as of August 27, 2012, by and between Robertson Piper Software Group, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Pledge Agreement dated as of August 27, 2012, by and between Lagniappe Pharmacy Services, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Pledge Agreement dated as of August 27, 2012, by and between Lagniappe Health Acquisition Company, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Security Agreement dated as of August 27, 2012, by and among Lagniappe Health Acquisition Company, Inc., FDS, Inc., HCC, Inc., Lagniappe Pharmacy Services, Inc., HCC Pharmacy Services, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.
Original document
- Security Agreement dated as of August 27, 2012, by and among OPUS-ISM LLC, Robertson Piper Software Group, Inc. and Fifth Third Bank, through its Mezzanine

Finance Group.

Original document

- Trademark Security Agreement dated as of August 27, 2012, by and among HCC, Inc., FDS, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.

Original document

- Patent Security Agreement dated as of August 27, 2012, by and between HCC, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.

Original document

- Management Fee Subordination Agreement dated as of August 27, 2012, by and between Calvert Street Capital Partners, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.

Original document

- Joinder Agreement dated as of August 27, 2012, by and among OPUS-ISM LLC, Robertson Piper Software Group, Inc. and Fifth Third Bank, through its Mezzanine Finance Group.

Original document

- Patent Security Agreement dated as of January 31, 2013, by and between OPUS-ISM LLC and Fifth Third Bank, through its Mezzanine Finance Group.

Original document

- First Amendment to Senior Subordinated Credit Agreement dated as of January 15, 2014, by and among Lagniappe Health Acquisition Company, Inc., FDS, Inc., Lagniappe Pharmacy Services, Inc., HCC Pharmacy Services, Inc., Robertson Piper Software Group, Inc., Lagniappe Pharmacy Services, LLC and Fifth Third Bank, through its Mezzanine Finance Group.

Original document

- Reaffirmation of Guaranty dated as of January 15, 2014, made by Lagniappe Health, Inc.

Original document

- Reaffirmation of Management Fee Subordination Agreement dated as of January 15, 2014, made by Calvert Street Capital Partners, Inc.

Original document

- Covenant Maintenance Agreement dated as of January 15, 2014 by and between Calvert Street Capital Partners III, L.P. and Fifth Third Bank.

Copy

- Landlord Waiver – Hauppauge, New York
- UCC-1 Financing Statement, Lagniappe Health Acquisition Company, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 25, 2011, 8:09 PM, No. 2011 3320309
 - UCC-3 Financing Statement Amendment, Lagniappe Health Acquisition Company, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on September 6, 2011, 5:23 PM, No. 2011 3427369
- UCC-1 Financing Statement, Lagniappe Health Acquisition Company, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 25, 2011, 8:10 PM, No. 2011 3320325

- UCC-1 Financing Statement, Lagniappe Health Acquisition Company, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 28, 2012, 12:46 PM, No. 2012 3328178
- UCC-1 Financing Statement, Robertson Piper Software Group, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 28, 2012, 12:15 PM, No. 2012 3327535
- UCC-1 Financing Statement, Opus-ISM LLC (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 28, 2012, 12:14 PM, No. 2012 3327477
 - UCC-3 Financing Statement Amendment, Lagniappe Pharmacy Services, LLC (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on October 31, 2013, 4:30 PM, No. 2013 4282779
- UCC-1 Financing Statement, Lagniappe Pharmacy Services, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 28, 2012, 12:17 PM, No. 2012 3327949
- UCC-1 Financing Statement, FDS, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 25, 2011, 8:13 PM, No. 2011 3320358
- UCC-1 Financing Statement, FDS, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 28, 2012, 12:42 PM, No. 2012 3328095
- UCC-1 Financing Statement, HCC Pharmacy Services, Inc. (Debtor) and Fifth Third Bank (Secured Party) filed with the Delaware Department of State on August 28, 2012, 12:16 PM, No. 2012 3327873

SCHEDULE C

DEFAULTS

There were no formal written notices issued by Seller with respect to any Events of Default¹ declared by Seller relating to the Loan within the 12 months prior to the Effective Date. However, in Section 3.1 of the First Amendment to Senior Subordinated Credit Agreement, dated as of January 15, 2014 (the "First Amendment"), a copy of which is being delivered by Seller to Buyer in connection with this Agreement, Borrowers (as defined in the First Amendment) acknowledged that certain Events of Default had occurred, as more particularly set forth in Section 3.1. In addition, Seller is of the understanding that Borrowers' June 30, 2014 audit for management fees and bonus expense will be restated.

¹ Capitalized terms used in this Schedule have the meanings ascribed to them in this Agreement.

SCHEDULE D

LITIGATION

None.

SCHEDULE E

WIRE INSTRUCTIONS

Wire to:

Fifth Third Commercial Loan Wire Account

Attn: Lori Hart

ABA# 042000314

Acct # 72876175

SCHEDULE F

FORM OF ASSIGNMENT OF NOTE[S]

This Assignment of Note[s] (this "Assignment") is being executed and delivered by FIFTH THIRD BANK ("Assignor") to _____ ("Assignee") pursuant to, and in furtherance of the arrangements provided for in, that certain Loan Purchase and Assumption Agreement by and between Assignor, as Seller, and Assignee, as Buyer, dated as of _____, 2014 (the "Agreement").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, in respect of the Loan (as defined in the Agreement), the promissory note[s] on Exhibit A attached hereto, without recourse, representation or warranty, except as provided for in the Agreement.

THE SALES, TRANSFERS AND ASSIGNMENTS PROVIDED FOR HEREIN ARE EXPRESSLY SUBJECT, IN ALL RESPECTS, TO THE TERMS AND PROVISIONS OF THE AGREEMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of _____, 2014.

Assignor:

FIFTH THIRD BANK,
an Ohio banking corporation

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

State of _____)

) SS

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____ the _____ of Fifth

Third Bank, an Ohio banking corporation, and by _____ the
_____ of Fifth Third Bank, on behalf of the corporation.

Notary Public

Exhibit A to Assignment of Note[s]

Note[s] Being Assigned