

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/12/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penn Liberty Bank		08/12/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4054224	WORKPLACEDYNAMICS	
Registration Number:	4499043	ORGHEALTH	
Registration Number:	4489397	ORGHEALTH	
CORRESPONDENCE DATA			
Fax Number:	6106474901		
<i>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.</i>			
Phone:	610-647-4901		
Email:	jlindros@toscanilindros.com		
Correspondent Name:	John E Lindros		
Address Line 1:	899 Cassatt Road Suite 320		
Address Line 4:	Berwyn, PENNSYLVANIA 19312		
NAME OF SUBMITTER:	John E. Lindros		
SIGNATURE:	/John E Lindros/		
DATE SIGNED:	08/31/2016		
Total Attachments: 21			
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MODIFICATION OF BUSINESS LOAN AGREEMENT

Borrower: Bancroft Woods, LLC 397 Eagleview Blvd. Exton, Pa 19341 And Workplacedynamics, LLC 397 Eagleview Blvd. Exton, Pa 19341	Lender: Wilmington Savings Fund Society, FSB 500 Delaware Avenue Wilmington, DE 19801
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THIS MODIFICATION OF BUSINESS LOAN AGREEMENT (the "Agreement") effective dated August 30, 2016 is made and executed between BANCROFT WOODS, LLC, a Delaware Limited Liability Company and WORKPLACEDYNAMICS, LLC, a Delaware Limited Liability Company, (collectively and separately referred to herein as "Borrower") jointly and severally, and intending to be legally bound, and WILMINGTON SAVINGS FUND SOCIETY, FSB ("Lender") on the following terms and conditions. Borrower has applied to Lender for a continued commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement ("Loan"), and Lender is willing to make such a loan or loans. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; and (B) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement follows on and is a modification of and successor Agreement to earlier Agreements between the Borrower and Penn Liberty Bank, a predecessor of Lender, effective November 17, 2015.

1. TERM. This Agreement shall be effective as of the date set forth above, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

2. LINE OF CREDIT AND TERM LOAN. The purpose of the credit facility under this Agreement is to provide a Line of Credit Loan and a Term Loan for Borrower.

a. The Line of Credit Loan shall be for up to \$500,000.00 until May 31, 2017, with monthly interest only repaid until maturity, interest to be calculated on a basis floating daily at the Wall Street Journal Prime Rate plus 1%, with an interest rate floor of 4.25%.

b. The Term Loan shall be for \$5,000,000.00, an increase from \$4,000,000.00 under the Agreement of November 17, 2015, for 5 years and 6 months, to be repaid in full at its Maturity Date, with monthly payments. Interest only payments shall be due for the first six months after settlement on this increase. Payment will then convert to principal and interest due monthly based on a 5 year amortization schedule based on the then current outstanding balance due. Interest shall be at 5.0% for the full term of the Term Loan. The Term Loan shall be subject to Prepayment Penalties consisting of 3% the first year, 2% for the second year, 1% the third year, 1% the fourth year, and thereafter 0%. A Prepayment Penalty will

only apply if the Borrower refinances the credit facility outside Lender. Lender agrees to advance the additional \$1,000,000.00 on the Term Loan at the time of closing on and execution of this Agreement.

Lender agrees to make Advances on the Line of Credit Loan to Borrower from time to time from the date of this Agreement to the Expiration Date. Within the foregoing limits, Borrower may borrow, partially or wholly prepay, and reborrow under this Agreement as follows:

c. Making Loan Advances. Advances under this credit facility, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by authorized persons. Lender may, but need not, require that all oral requests be confirmed in writing. Each Advance shall be conclusively deemed to have been made at the request of and for the benefit of Borrower (1) when credited to any deposit account of Borrower maintained with Lender or (2) when advanced in accordance with the instructions of an authorized person. Lender, at its option, may set a cutoff time, after which all requests for Advances will be treated as having been requested on the next succeeding Business Day.

d. Mandatory Loan Repayments. On the Expiration Date, Borrower shall pay to Lender in full the aggregate unpaid principal amount of all Advances then outstanding and all accrued unpaid interest, together with all other applicable fees, costs and charges, if any, not yet paid.

e. Loan Account. Lender shall maintain on its books a record of account in which Lender shall make entries for each Advance and such other debits and credits as shall be appropriate in connection with the credit facility. Lender shall provide Borrower with periodic statements of Borrower's account, which statements shall be considered to be correct and conclusively binding on Borrower unless Borrower notifies Lender to the contrary within thirty (30) days after Borrower's receipt of any such statement which Borrower deems to be incorrect.

3. COLLATERAL. To secure payment of the Credit Facility and performance of all other Loan obligations and duties owed by Borrower to Lender, Borrower hereby grants to Lender Security Interests in the Collateral. Lender's Security Interests in the Collateral shall be continuing liens and shall include the proceeds and products of the Collateral, including without limitation the proceeds of any insurance. With respect to the Collateral, Borrower agrees and represents and warrants to Lender:

a. Security Agreement and Perfection of Security Interests. Borrower agrees to execute all documents perfecting Lender's Security Interest, including a separate Security Agreement, and to take whatever actions are requested by Lender to perfect and continue Lender's Security Interests in the Collateral for so long as any Indebtedness remains outstanding. Upon request of Lender, Borrower will deliver to Lender any and all of the documents evidencing or constituting the Collateral in which a security interest may be perfected by possession, and Borrower will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. The Parties agree that one or more UCC financing statements and any similar statements executed at the time of the execution of the November 17, 2015 Agreement remain in full force and effect, as may be required by applicable law, and Lender may file such financing statements and all such similar statements

in the appropriate location or locations, including certain Secretary of State offices and other places such as the US Patent and Trademark Office and the US Copyright Office it may deem necessary to ensure that those Security Interests remain in full force and effect. Borrower hereby irrevocably authorizes Lender to execute any documents necessary to perfect or to continue any Security Interest for so long as any Indebtedness remains outstanding. Lender may at any time, and without further authorization from Borrower, file a carbon, photograph, facsimile, or other reproduction of any financing statement for use as a financing statement. Borrower will reimburse Lender for all expenses for the perfection, termination, and the continuation of the perfection of Lender's security interest in the Collateral. Borrower promptly will notify Lender before any change in Borrower's name including any change to the assumed business names of Borrower. Borrower also promptly will notify Lender before any change in Borrower's Employer Identification Number. Borrower further agrees to notify Lender in writing prior to any change in address or location of Borrower's principal governance office or should Borrower merge or consolidate with any other entity.

b. Collateral Records. Borrower does now, and at all times hereafter while any Indebtedness remains outstanding shall, keep correct and accurate records of the Collateral, all of which records shall be available to Lender or Lender's representative upon demand for inspection and copying at any reasonable time while any Indebtedness remains outstanding. With respect to the Accounts, Borrower agrees to keep and maintain such records as Lender reasonably may require, including without limitation information concerning Eligible Accounts and Account balances and agings. Records related to Accounts (Receivables) are or will be located at

Bancroft Woods, LLC
397 Eagleview Blvd.
Exton, Pa 19341
or

Workplacedynamics, LLC
397 Eagleview Blvd.
Exton, Pa 19341

The above is an accurate and complete list of all locations at which Borrower keeps or maintains business records concerning Borrower's collateral.

4. CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

a. Loan Documents. Borrower shall provide to Lender the following documents for the Loan on or before the date hereof, except as specifically noted below:

- 1) The Line of Credit Note for \$500,000.00 from Borrower provided for herein;
- 2) The Term Loan Note for \$5,000,000.00 from Borrower provided for herein;
- 3) An Action by Written Consent by the Boards of Borrower authorizing it to enter this Agreement;

- 4) The Limited Guaranty and Surety with Confession of Judgment of Douglas J. Claffey and separately of Richard Joi provided for herein;
- 5) The Certification of Voluntary Execution of Limited Guaranty and Surety with Confession of Judgment of Douglas J. Claffey and separately of Richard Joi provided for herein;
- 6) The Certification of Voluntary Execution of Agreement and Notes with Confession of Judgment of Borrower provided for herein;
- 7) The delivery of an Assignment of a Key Man Life Insurance Policy on Douglas J. Claffey in the amount of no less than \$2,000,000.00 in form satisfactory to Lender;
- 8) Evidence of Lender being named as loss payee and/or Lender's Loss Payee/Payable on the Borrower's business hazard and physical damage insurance covering all personal property assets and accounts receivable as Collateral in favor of the Lender under this Agreement;
- 9) The Security Agreement whereby Borrower grants Lender a security interest in the Collateral and any other assets of Borrower dated effective November 17, 2015, which the parties agree is still in force and in full effect between the Borrowers as defined therein, and Wilmington Savings Fund Society, FSB as successor in interest to Penn Liberty Bank;
- 10) The Intellectual Property Security Agreement whereby Borrower grants Lender a security interest in the Intellectual Property, including Trademarks and Patents pending or otherwise of Borrower, dated effective November 17, 2015, which the parties agree is still in force and in full effect between the Borrowers as defined therein, and Wilmington Savings Fund Society, FSB as successor in interest to Penn Liberty Bank;
- 11) A Certificate of Good Standing or Subsistence Certificate for each Borrower from the Delaware Secretary of State.
- 12) A Foreign Limited Liability Company Certificate of Authority or similar document satisfactory to Lender's Counsel from the Pennsylvania Secretary of State.
- 13) All lien searches shall be completed and satisfactory to Lender.
- 14) Together with all such Related Documents as Lender may require for the Loan, all in form and substance satisfactory to Lender and Lender's Outside Counsel. Documentation is to be prepared by Outside Counsel, with the cost to be borne by Borrower.

b. Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

c. Fees and Expenses Under This Agreement. Borrower is responsible for payment of all charges and costs payable in connection with the application, closing and maintenance of these Loans, including, but not limited to, any documentation preparation fee, recoding costs and loan satisfaction fees.

d. Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct in all material respects.

e. No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

5. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

a. Organization.

(i) BANCROFT WOODS, LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware, or, if applicable, BANCROFT WOODS, LLC's future State of organization, and is qualified to do business in the Commonwealth of Pennsylvania. BANCROFT WOODS, LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. BANCROFT WOODS, LLC maintains an office at 397 Eagleview Blvd. Exton, Pa 19341. Unless BANCROFT WOODS, LLC has designated otherwise in writing, the principal office is the office at which BANCROFT WOODS, LLC keeps its books and records including its records concerning the Collateral. BANCROFT WOODS, LLC will notify Lender prior to any change in the location of BANCROFT WOODS, LLC's state of organization or a change in its qualification to do business in Pennsylvania or any change in BANCROFT WOODS, LLC's name. BANCROFT WOODS, LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to BANCROFT WOODS, LLC's business activities.

(ii) WORKPLACEDYNAMICS, LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Delaware, or, if applicable, WORKPLACE DYNAMICS, LLC's future State of organization, and is qualified to do business in the Commonwealth of Pennsylvania. WORKPLACEDYNAMICS, LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. WORKPLACEDYNAMICS, LLC maintains an office at 397 Eagleview Blvd. Exton, Pa 19341. Unless WORKPLACEDYNAMICS, LLC has designated otherwise in writing, the principal office is the office at which WORKPLACEDYNAMICS, LLC keeps its books and records including its records concerning the Collateral. WORKPLACEDYNAMICS, LLC will notify Lender prior to any change in the location of WORKPLACEDYNAMICS, LLC's state of organization or a change in its qualification to do business in Pennsylvania or any change in WORKPLACEDYNAMICS, LLC's name. WORKPLACEDYNAMICS, LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to WORKPLACEDYNAMICS, LLC's business activities.

b. Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name

of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

c. Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly provision of Borrower or authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's Certificate of formation, or limited liability company agreement, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

d. Financial Information. Each of Borrower's financial statements supplied to Lender fairly present in all material respects Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in Borrower's audited financial statements or otherwise disclosed in writing to Lender.

e. Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject to equitable principles and bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights.

f. Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties (other than leased or licensed property, as to which Borrower has a valid leasehold or licensed interest) free and clear of all Security Interests (except Permitted Liens), and has not executed any security documents or financing statements relating to such properties (except in favor of Subordinated Creditor, whose Security Interests are subordinate to the Security Interests granted to Lender in accordance with the Senior Subordination Agreement). All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

g. Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that that to Borrower's knowledge: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor,

agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

h. Litigation and Claims. To the best of Borrower's knowledge, no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which could reasonably be expected to materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

i. Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

j. Investment by Rittenhouse Ventures, L.P. into Borrower; Subordination Agreement with Rittenhouse Ventures, L.P. Borrower shall provide evidence satisfactory to the Lender of the \$1,000,000.00 investment by Convertible Promissory Note into Borrower by Rittenhouse Ventures, L.P. Borrower has previously delivered to Lender a Senior Subordination Agreement dated June 14, 2016 among Rittenhouse Ventures, L.P. (the "Creditor"), Borrower and Lender whereby Creditor agreed among other things to subordinate its rights under its Convertible Promissory Note for \$1,000,000.00 with Borrower in favor of Lender. Borrower agrees and represents that the Senior Subordination Agreement is still in full force and effect and has not been revoked or modified in any way.

k. Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms, subject to equitable principles and bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights..

6. AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as any Indebtedness remains outstanding, Borrower will:

a. Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, Investigations, administrative proceedings or similar actions affecting Borrower which could reasonably be expected to materially adversely affect the financial condition of Borrower.

b. Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

c. Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

d. Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

e. Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may reasonably require with respect to Borrower's properties and operations, including the Collateral, in form, amounts, coverage's and with insurance companies reasonably acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such Lender's Loss Payable or other endorsements as Lender may require. **Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy.

f. Other Agreements. Comply in all material respects with the terms and conditions of all other material agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

g. Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

h. Taxes. Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits, unless contested in good faith by appropriate proceedings.

i. Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement with Lender.

j. Operations. Maintain executive and management personnel with at least substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner; and there will be no material change in the equity of Borrower without prior notice to Lender.

k. Compliance with Governmental Requirements. Comply in all material respects with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. In the case of any such proceeding, Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

l. Inspection. Permit employees or agents of Lender at any reasonable time upon reasonable notice to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

m. Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on

property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

p. Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to perfect all Security Interests.

q. Deposit Relationship. Borrower must and will maintain a full business deposit relationship with Lender throughout the life and any continuation of the Loan or Loans under this Agreement.

r. Late Payments. If any payment due under this Agreement is 15 days or more late, Borrower will be charged and will pay 5.00% of the unpaid portion of the regularly scheduled payment.

7. LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

8. NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while any Indebtedness remains outstanding, Borrower shall not, without the prior written consent of Lender:

a. Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, other than indebtedness existing on the date hereof, (2) sell,

transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

b. Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business (other than the disposition of property not to exceed \$50,000.00 in the aggregate).

c. Agreements. Borrower will not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

d. Change in Equity. Undertake any material change in its equity (whether by merger, consolidation or otherwise) without notice provided to the Lender.

9. CESSATION OF ADVANCES. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if an Event of Default exists.

10. RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph. Lender shall not exercise its rights under this paragraph except during the continuation of an Event of Default.

11. DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

a. Payment Default. Borrower fails to make any payment when due in accordance with the terms of the Notes (after expiration of applicable notice and cure periods).

b. Other Defaults. (i) Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents (after expiration of applicable notice and cure periods) or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower (after expiration of applicable notice and cure periods). (ii) Borrower (a) fails to make payments under or (b) fails to comply with or to perform any term, obligation, covenant or condition contained in any other loan, credit facility, promissory note or financing Borrower may have with any other lender after expiration of applicable notice and cure periods if such failure or non-compliance gives said Lender a right of acceleration, rights to proceed against

any Collateral or other rights that, if exercised, could reasonably be expected to be materially adverse to Lender's rights or interests under this Agreement or any Related Documents.

c. False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished to Lender.

d. Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

e. Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason other than due to Lender's negligence.

f. Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

g. Right to Cure. Cure Provisions. If any default is curable, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. Notwithstanding the foregoing, Borrower shall not be entitled to notice and cure for a payment default if there have been two or more payment defaults in the preceding 12 month period.

12. EFFECT OF AN EVENT OF DEFAULT.

a. Lender Options. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will, at Lender's option, terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "insolvency" subsection above, such acceleration shall be

automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

b. **CONFESSION OF JUDGMENT; WAIVER OF NOTICE.** The Notes shall contain the following provisions:

FOLLOWING ANY EVENT OF DEFAULT HEREUNDER, SUBJECT TO APPLICABLE GRACE OR CURE PERIODS, BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR AS ATTORNEY FOR BORROWERS AND EACH OF THEM AND ALL PERSONS CLAIMING UNDER OR THROUGH BORROWER TO SIGN AN AGREEMENT IN ANY COMPETENT COURT AND, WITH OR WITHOUT COMPLAINT FILED, TO CONFESS JUDGMENT OR A SERIES OF JUDGMENTS AGAINST BORROWER AND AGAINST ALL PERSONS CLAIMING THROUGH OR UNDER BORROWER, IN FAVOR OF THE NOTE HOLDER AND ITS SUCCESSORS AND ASSIGNS, AS OF ANY TERM, FOR THE UNPAID BALANCE OF ALL PRINCIPAL, INTEREST AND ALL OTHER SUMS OWING UNDER THIS NOTE, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES FOR COLLECTION, ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE FORTHWITH. FOR PURPOSES OF CONFESSING JUDGMENT AGAINST BORROWER, AS AFORESAID, THIS NOTE OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. BORROWER HEREBY FOREVER WAIVES AND RELEASES ALL ERRORS IN SAID PROCEEDINGS, AND WAIVES STAY OF EXECUTION AND THE RIGHT OF INQUISITION AND EXTENSION OF TIME FOR PAYMENT, AGREES TO CONDEMNATION OF ANY PROPERTY LEVIED UPON BY VIRTUE OF ANY SUCH EXECUTION, AND WAIVES ALL EXEMPTIONS FROM LEVY AND SALE OF ANY PROPERTY THAT NOW IS OR HEREAFTER MAY BE EXEMPTED BY LAW. THE AUTHORITY AND POWER HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ANY EXERCISE OR ATTEMPTED EXERCISE THEREOF BUT MAY BE EXERCISED TO CONFESS JUDGMENT AS AFORESAID FROM TIME TO TIME.

BORROWER ACKNOWLEDGES THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED THE RIGHT TO SERVICE AND NOTICE DESCRIBED ABOVE WITH THE ADVICE OF COUNSEL.

13. FUTURE LIEN RELEASE FEES. Upon payment in full of all Indebtedness, Lender shall release all Security Interests with respect to the Collateral, and Borrower will pay all out-of-pocket fees and costs incurred by Lender in providing such release.

14. ERRORS AND OMISSIONS. In consideration of Lender making one or more loans ("Loan") to the Borrower, the undersigned Borrower hereby covenants and agrees as follows: 1. Upon the request of Lender, its successors or assigns, the undersigned agree(s) to: a) from time to time furnish and execute any documents reasonably required by Lender to verify the truth and accuracy of any information representations and/or warranties provided by the Borrower or Guarantors in connection with the Loans, and Loan Documents, including, but not limited to, income, employment, deposit and loan authorizations and verifications and income tax returns; b) furnish any documents required by and comply with any conditions, work and/or certifications set forth in the Loan Documents 2. The undersigned represent and agree that all reasonable requests by Lender will receive the full cooperation of and compliance by the undersigned within ten (10) days of making the requests and the obligations hereunder shall survive the closing. 3. It is further agreed that any event of Default hereunder shall constitute an event of default under each Promissory Note, Loan Agreement, and other Loan Documents executed in connection with the Loans and shall entitle Lender, its successors or assigns, to any and all of the remedies available upon default under such documents.

15. ADDITIONAL COVENANTS/CONDITIONS. The Borrower will comply with the following requirements.

a. Financial Covenant: There shall be a 'Fixed Charge Coverage Ratio' ('FCCR'), applied as follows:

During the 'Interest Only' Period, the FCCR of Borrower is to be in excess of 1.50 (x) measured as of each quarter end for the trailing twelve (12) month ("TTM") time period during the interest only period, to be tested beginning as of September 30, 2016.;

During the 'Principal and Interest' Period, the FCCR of Borrower is to be in excess of 1.10 (x) measured as of each quarter end for the trailing twelve (12) month ("TTM") time period.

The Fixed Charge Coverage Ratio is to be calculated by taking:

[Net Income (Loss) + Interest, + Depreciation + Amortization - Distributions (for tax purposes) +/- One-Time Expenses or Credits - Any Increased Change in Capitalized Assets + Member Contributions (not to exceed the change in capitalized assets) for the rolling 12 month period]

divided by:

For the first quarter of the 'interest only' period, the current quarter debt service on all Bank and subordinated debt multiplied by 4;

For the second quarter of the 'interest only' period, the past two quarters debt service on all Bank and subordinated debt multiplied by 2;

For each quarter thereafter during the 'principal and interest' period, the trailing 12 months debt service on all Bank and subordinated debt. Any distributions that are non-tax related are to be subject to Bank's approval. Testing will begin as of December 31, 2016.

b. Financial Reports. The following Reporting requirements shall be met:

Borrower -or- Guarantor	Statement Type	Frequency (i.e. Monthly, Annually, etc.)	#Days due within (i.e. 15, 30, 90, etc.)	Last Statement Date
Workplace Dynamics LLC and Bancroft Woods, LLC	Audited Financial Statements	Annually	120 days of FYE	12/31/2015
Workplace Dynamics LLC and Bancroft Woods, LLC	Internally Prepared Financial Statements	Quarterly	30 days of QE	3/31/2016
Workplace Dynamics LLC and Bancroft Woods, LLC	A/R Aging	Quarterly	30 days of QE	3/31/2016
Douglas J. Claffey	Federal Tax Return	Annually	15 days of filing	12/31/2014
Douglas J. Claffey	Personal Financial Statement	Annually	Within 12 months of last statement	10/13/2015
Richard Joi	Federal Tax Return	Annually	15 days of filing	12/31/2014
Richard Joi	Personal Financial Statement	Annually	Within 12 months of last statement	11/3/2015

c. Perfected UCC filings will be filed on the assets and Collateral of Borrower. In addition, an Intellectual Property Security Agreement will be filed and recorded at the United States Patent and Trademark Office against Trademarks of Borrower and Patents, pending or otherwise, of Borrower.

d. A Limited Personal Guaranty and Surety with Confession of Judgment of the obligations under this Agreement up to \$3,400,000, including the principal balance due on the Loan or Loans, plus interest, fees and related monies owed to Lender will be provided by Douglas J. Claffey.

f. A Limited Personal Guaranty and Surety with Confession of Judgment of the obligations under this Agreement up to the lesser of \$1,150,000, including the principal balance due on the Loan or Loans, plus interest, fees and related monies owed to Lender will be provided by Richard Joi.

g. The Guarantor, Douglas J. Claffey, will provide a copy of his Annual Federal Income Tax Return within fifteen (15) days of filing.

h. The Guarantor, Douglas J. Claffey, will provide an updated and signed Personal Financial Statement as of December 31 each year no later than 12 months after the last statement.

i. The Guarantor, Richard Joi, will provide a copy of his Annual Federal Income Tax Return within fifteen (15) days of filing.

j. The Guarantor, Richard Joi, will provide an updated and signed Personal Financial Statement as of December 31 each year no later than 12 months after the last statement.

k. The obligations of Lender under this Agreement are subject to advance review and approval by the credit management team of Wilmington Savings fund Society.

16. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

a. Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

b. Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred at any time during the continuation of an Event of Default in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

c. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

d. Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the Commonwealth of Pennsylvania.

e. Consent to Jurisdiction and Choice of Venue. If there is a lawsuit, Borrower consents to the exclusive jurisdiction and venue of the state and federal courts of the Commonwealth of Pennsylvania.

g. Joint and Several Liability. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

h. No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision

or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

i. Notices. Unless otherwise provided by applicable law, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by tele-facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

j. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

k. Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

l. Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender. All of Lender's rights hereunder are agreed to be fully enforceable by any of its successors and assigns.

m. Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances. Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by

Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and re-dated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

n. Time is of the Essence. Time is of the essence in the performance of this Agreement.

o. Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

17. DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

a. Account. The word "Account" means a trade account, account receivable, other receivable, or other right to payment for goods sold or services rendered owing to Borrower (or to a third party grantor acceptable to Lender).

b. Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf under the terms and conditions of this Agreement.

c. Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

d. Borrower. The word "Borrower" means BANCROFT WOODS, LLC and WORKPLACEDYNAMICS, LLC, jointly and severally and includes all co-signers and co-makers signing the Note.

e. Business Day. The words "Business Day" mean a day on which commercial banks are open in the Commonwealth of Pennsylvania.

f. Collateral. The word "Collateral" means all of the property and assets of the Borrower, all of which are hereby granted as collateral security for this Loan, whether they are real or tangible or intangible personal property, including all intellectual property owned or used by Borrower, and regardless of whether such intellectual property is patented, copyrighted, claimed or registered as a trademark or tradename, or service mark, or consists of unpatented

technology or know how, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise including without limitation all business assets and accounts receivable of the Borrower. The word Collateral also includes without limitation all collateral described in the Collateral section of this Agreement.

g. Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

h. Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the Default section of this Agreement.

i. Expiration Date. The words "Expiration Date" mean the date of termination of Lender's commitment to lend under this Agreement.

j. GAAP. The word "GAAP" means generally accepted accounting principles.

k. Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

l. Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

m. Lender. The word "Lender" means Penn Liberty Bank, and its successors and assigns, including without limitation Wilmington Savings Fund Society.

n. **Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, described herein or described on any exhibit or schedule attached to this Agreement from time to time.

o. **Note.** The word "Note" or "Notes" includes the Line of Credit Note executed by Borrower in the principal amount of up to \$500,000.00 of even date herewith, and the Term Loan Note in the principal amount of \$5,000,000.00 of even date herewith, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note or Notes or credit agreement.

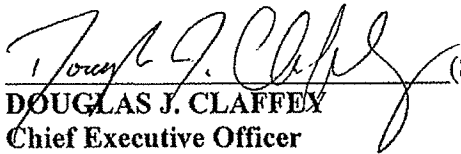
p. **Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

18. BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED THE YEAR AND DATE FIRST SET FORTH ABOVE.

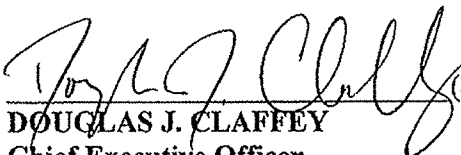
19. THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW, AND THE PARTIES INTEND TO BE LEGALLY BOUND HEREUNDER. THIS, TOGETHER WITH THE RELATED DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES AND THERE ARE NO TERMS AND CONDITIONS NOT SET FORTH HEREIN.

BORROWER:

BANCROFT WOODS, LLC

By:  (Seal)
DOUGLAS J. CLAFFEY
Chief Executive Officer

WORKPLACEDYNAMICS, LLC

By:  (Seal)
DOUGLAS J. CLAFFEY
Chief Executive Officer


GUARANTOR:



DOUGLAS J. CLAFFEY (Seal)

LENDER:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: 

BRYAN E. FORCINO (Seal)
Senior Vice President