

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNIVEST CAPITAL, INC.,

Plaintiff,

v.

BELAY TRANSITIONS MHT LLC,
TILAHUN BELAY and ASCENTIUM
CAPITAL, LLC,

Defendants.

-CV-

COMPLAINT

Plaintiff Uninvest Capital, Inc. (“Uninvest”) brings this civil action for breach of contract against defendants Belay Transitions MHT LLC (“Customer”), Tilahun Belay (“Guarantor”) and Ascentium Capital, LLC (“Ascentium”).

Introduction

1. Plaintiff Uninvest loaned substantial monies to defendant Customer via two Installment Payment Agreements (“IPA”).
2. Defendant Guarantor individually and personally guaranteed Customer’s repayment obligations to Uninvest.
3. Defendant Ascentium breached contractual warranties and representations it made to Uninvest regarding certain underlying transactions related to Uninvest’s loans to Customer.

4. As a direct and proximate result of Customer's, Guarantor's and Ascentium's breaches of contract, Univest has been damaged in an amount in excess of \$200,000.00, exclusive of interest and penalties, and along with attorney fees and costs which are recoverable here by contract.

The Parties

5. Plaintiff Univest is a corporation formed under the laws of the Commonwealth of Pennsylvania, with a principal place of business at 3331 Street Road, Suite 325, Bensalem, Pennsylvania 19020.

6. Defendant Customer is a limited liability company formed under the laws of the State of Texas, with an address of 1575 Heritage Drive, Suite 200, McKinney, Texas 75069.

7. Defendant Guarantor is an adult citizen of the State of Texas and, upon information and belief, is a doctor licensed to practice medicine in the State of Texas, with an address of 5872 Old Jacksonville Highway, 728, Tyler, Texas 75703.

8. Defendant Ascentium is a limited liability company formed under the laws of the State of Delaware, with a principal place of business located at 23970 Highway 59, North Kingwood, Texas 77339.

Jurisdiction And Venue

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the matter in controversy is between citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

10. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Univest's claims occurred in this district and defendants knowingly and voluntarily conducted business in this district.

11. Venue is further proper in this district because the parties have contractually agreed that any action or proceeding arising out of the contracts between them will be litigated in this Court, and have further agreed that personal jurisdiction over them is likewise proper in this Court.

Customer Borrows Money From Univest

12. On September 13, 2016, Customer entered into two (2) instruments with Univest, IPA No. 151571 and IPA No. 151565. IPA No. 151571 is attached hereto as Exhibit A. IPA No. 151565 is attached hereto as Exhibit B.

13. Pursuant to the IPAs, Univest funded Customer's purchases of licenses to use software known as "MHT ENTERPRISE SOFTWARE" (the "Software") and related services from America's MHT Inc. ("Vendor").

14. Univest disbursed funds as required by each IPA.

15. Pursuant to each IPA, Customer was obligated to repay Univest for the funds disbursed by making six (6) monthly payments of \$99.00 each, and sixty (60) monthly payments of \$1,899.00 each.

16. Customer acknowledged that Univest and Vendor were not related.

17. Among other things, pursuant to the IPAs, Customer acknowledged that its obligations to pay Univest were absolute and unconditional, and in no way related to or dependent upon whether or not the Software and related services Customer was purchasing from Vendor performed as represented to Customer by Vendor.

18. Customer defaulted on its payment obligations to Univest under the IPAs.

19. On or about February 22, 2017, counsel for Univest sent to Customer a Notice of Default. A true and correct copy of the Notice of Default is attached hereto as Exhibit C.

20. Customer did not respond to the Notice of Default.

21. Customer did not cure its breaches and defaults under the IPAs.

22. The IPAs have not been assigned.

23. Customer owes to Univest a principal amount in excess of \$200,000.00, plus interest, penalties, attorney fees and costs as allowed by the IPAs.

Guarantor Guarantees Customer's Payment Obligations To Univest

24. In the IPAs, Guarantor individually and unconditionally guaranteed Customer's payment obligations to Univest.

25. Guarantor further agreed that Univest may institute an action against Guarantor any time after default by the Customer, without having to first pursue payment from the Customer, or any other remedy.

26. On or about February 22, 2017, counsel for Univest sent to Guarantor a Notice of Default. See Exhibit C.

27. Guarantor did not respond to the Notice of Default.

28. Guarantor did not cure its breaches and defaults under the IPAs.

29. The guaranty has not been assigned.

30. Pursuant to the guaranty, Guarantor owes to Univest a principal amount in excess of \$200,000.00, plus interest, penalties, attorney fees and costs as allowed by the IPAs.

Ascentium's Breaches Of Representations And Warranties

31. On August 26, 2013, Univest and Ascentium entered into a Broker Agreement. A true and correct copy of the Broker Agreement is attached hereto as Exhibit D.

32. Pursuant to the Broker Agreement, among other things, Ascentium agreed to provide to Univest certain lending opportunities in exchange for Univest paying to Ascentium a commission with respect to such lending opportunities that Univest decided to participate in.

33. The Broker Agreement has not been terminated and, at all times relevant hereto, was in full force and effect.

34. The transaction with Customer represented by the IPAs was a lending opportunity presented by Ascentium to Univest pursuant to the Broker Agreement.

35. Univest has complied with all of its obligations under the Broker Agreement in connection with this transaction.

36. Customers have informed Univest that they are unsatisfied with their purchases of the Software and related services from the Vendor, including stating their belief that they were defrauded by Vendor in connection with their underlying contracts with Vendor, and that they were not provided the equipment, goods and services they were entitled to pursuant to their underlying contracts with Vendor; Customers have likewise raised these issues as a defense to payment of the amounts due to Univest under their IPAs.

37. In the Broker Agreement, Ascentium warranted and represented to Univest, among other things, that each of the underlying contracts between Customer and Vendor was

“valid and enforceable according to its terms,” and that “the Equipment covered by the Contracts has been delivered to the Lessee [Customer] named in the Contract.”

38. In the Broker Agreement, Ascentium also agreed to “indemnify and hold [Univest] harmless from any and all liability, demands, claims, costs or damages, including attorney’s fees, which may be incurred by [Univest] as a result of any breach of warranty or obligation by [Ascentium].”

39. Univest reasonably relied upon the warranties, representations and other promises made by Ascentium in the Broker Agreement in making its decision to enter into IPAs with Customers.

40. Ascentium has breached its warranties and representations that each of the underlying contracts between Customer and Vendor was “valid and enforceable according to its terms,” and that “the Equipment covered by the Contracts has been delivered to the Lessee [Customer] named in the Contract.”

41. On account of Ascentium’s breaches of its warranties and obligations in the Broker Agreement, Univest has been damaged in a principal amount in excess of \$200,000.00, plus related interest, penalties, attorney fees and costs.

Count I—Breach Of Contract
Univest v. Customer (IPA No. 151571)

42. Univest incorporates the foregoing allegations as if set forth at length herein.

43. Customer and Univest are parties to a binding and enforceable contract, namely, IPA No. 151571.

44. Univest has fully performed under IPA No. 151571.

45. Customer is in breach and default of its payment obligations to Univest under IPA No. 151571.

46. Univest has made demand upon Customer to cure its breaches and defaults.

47. Despite demand, Customer has failed and refused to cure its breaches and defaults, and to otherwise honor its obligations to Univest under IPA No. 151571.

48. All conditions precedent, if any, necessary to bring this action against Customer have been met.

49. As a direct, proximate and reasonably foreseeable result of Customer's breaches and defaults, Univest has been damaged in a principal amount in excess of \$100,000.00, plus interest, penalties, attorney fees and costs as allowed by IPA No. 151571.

WHEREFORE, Univest demands judgement in its favor and against Customer on Count I of its Complaint, in an amount in excess of \$75,000.00, plus interest, penalties, attorney fees and costs as may be allowable by law or contract, and such other additional relief as the Court deems just and appropriate.

Count II—Breach Of Contract
Univest v. Customer (IPA No. 151565)

50. Univest incorporates the foregoing allegations as if set forth at length herein.

51. Customer and Univest are parties to a binding and enforceable contract, namely, IPA No. 151565.

52. Univest has fully performed under IPA No. 151565.

53. Customer is in breach and default of its payment obligations to Univest under IPA No. 151565.

54. Univest has made demand upon Customer to cure its breaches and defaults.

55. Despite demand, Customer has failed and refused to cure its breaches and defaults, and to otherwise honor its obligations to Univest under IPA No. 151565.

56. All conditions precedent, if any, necessary to bring this action against Customer have been met.

57. As a direct, proximate and reasonably foreseeable result of Customer's breaches and defaults, Univest has been damaged in a principal amount in excess of \$100,000.00, plus interest, penalties, attorney fees and costs as allowed by IPA No. 151565.

WHEREFORE, Univest demands judgement in its favor and against Customer on Count II of its Complaint, in an amount in excess of \$75,000.00, plus interest, penalties, attorney fees and costs as may be allowable by law or contract, and such other additional relief as the Court deems just and appropriate.

Count III—Breach Of Contract
Univest v. Guarantor (IPA No. 151571)

58. Univest incorporates the foregoing allegations as if set forth at length herein.

59. Guarantor and Univest are parties to a binding and enforceable contract, namely, IPA No. 151571 and, more specifically, the guaranty contained in IPA 151571.

60. Univest has fully performed under IPA No. 151571.

61. As set forth above, Customer is in breach and default of its payment obligations to Univest under IPA 151571.

62. Guarantor individually and unconditionally guaranteed Customer's payment obligations to Univest.

63. Univest has made demand upon both Customer and Guarantor to cure these breaches and defaults.

64. Despite demand, Guarantor has failed and refused to cure its (and Customer's) breaches and defaults, and to otherwise honor the guaranteed obligations to Univest under IPA 151571.

65. All conditions precedent, if any, necessary to bring this action against Guarantor have been met.

66. As a direct, proximate and reasonably foreseeable result of Guarantor's breaches and defaults, Univest has been damaged in a principal amount in excess of \$100,000.00, plus interest, penalties, attorney fees and costs as allowed by IPA 151571.

WHEREFORE, Univest demands judgement in its favor and against Guarantor on Count III of its Complaint, in an amount in excess of \$75,000.00, plus interest, penalties, attorney fees and costs as may be allowable by law or contract, and such other additional relief as the Court deems just and appropriate.

Count IV—Breach Of Contract
Univest v. Guarantor (IPA No. 151565)

67. Univest incorporates the foregoing allegations as if set forth at length herein.

68. Guarantor and Univest are parties to a binding and enforceable contract, namely, IPA No. 151565 and, more specifically, the guaranty contained in IPA 151565.

69. Univest has fully performed under IPA No. 151565.

70. As set forth above, Customer is in breach and default of its payment obligations to Univest under IPA 151565.

71. Guarantor individually and unconditionally guaranteed Customer's payment obligations to Univest.

72. Uninvest has made demand upon both Customer and Guarantor to cure these breaches and defaults.

73. Despite demand, Guarantor has failed and refused to cure its (and Customer's) breaches and defaults, and to otherwise honor the guaranteed obligations to Uninvest under IPA 151565.

74. All conditions precedent, if any, necessary to bring this action against Guarantor have been met.

75. As a direct, proximate and reasonably foreseeable result of Guarantor's breaches and defaults, Uninvest has been damaged in a principal amount in excess of \$100,000.00, plus interest, penalties, attorney fees and costs as allowed by IPA 151565.

WHEREFORE, Uninvest demands judgement in its favor and against Guarantor on Count IV of its Complaint, in an amount in excess of \$75,000.00, plus interest, penalties, attorney fees and costs as may be allowable by law or contract, and such other additional relief as the Court deems just and appropriate.

Count V—Breach Of Contract
Uninvest v. Ascentium

76. Uninvest incorporates the foregoing allegations as if set forth at length herein.

77. Ascentium and Uninvest are parties to a binding and enforceable contract, namely, the Broker Agreement.

78. Uninvest has fully performed under the Broker Agreement.

79. Ascentium is in breach and default of its obligations to Uninvest under the Broker Agreement, including being in breach of its representations and warranties to Uninvest.

80. Pursuant to the Broker Agreement, Ascentium is required to “indemnify and hold [Univest] harmless from any and all liability, demands, claims, costs or damages, including attorney’s fees, which may be incurred by [Univest] as a result of any breach of warranty or obligation by [Ascentium].”

81. All conditions precedent, if any, necessary to bring this action against Ascentium have been met.

82. As a direct, proximate and reasonably foreseeable result of Ascentium’s breaches and defaults, Univest has been damaged in a principal amount in excess of \$200,000.00, plus related interest, penalties, attorney fees and costs.

WHEREFORE, Univest demands judgement in its favor and against Ascentium on Count V of its Complaint, in an amount in excess of \$75,000.00, plus interest, penalties, attorney fees and costs as may be allowable by law or contract, and such other additional relief as the Court deems just and appropriate.

Dated: March 17, 2017

By: 

KLEHR HARRISON
HARVEY BRANZBURG LLP

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EXHIBIT A



INSTALLMENT PAYMENT AGREEMENT Agreement No. 151571

Univest Capital, Inc.
3331 Street Road
Suite 325
Bensalem, PA 19020
www.univestcapitalinc.com

| | | |
|--|---|--------------------|
| CUSTOMER: BELAY TRANSITIONS MHT LLC | ADDRESS: 2051 W CUMBERLAND RD APT 1030 TYLER, TEXAS 75703 | TERM: 66 |
| PAYMENT SCHEDULE: 6 @ \$99.00, 60 @ \$1,899.00 | | |
| <p>SCHEDULE A ("SOFTWARE"): One or more Licenses for Software including related Software Documents which also may include items of personal property as generally described herein which Univest Capital, Inc. and Customer agree that a more detailed description of the property being financed shall be maintained by Payee among our books and records in whatever more detailed description of the property financed is received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Installment Payment Agreement and shall be provided to Customer promptly upon request.</p> <p>Software Description: MHT EMR SOFTWARE</p> | | |
| <p>1. Agreement: This Installment Payment Agreement ("IPA") is made between the Customer named above ("Customer"), and Univest Capital, Inc., ("Payee"), with respect to the following facts: Customer and its vendor (whether one or more "Vendor") have entered into an agreement ("License Agreement") in connection with the licensing of certain software products by Vendor to Customer ("Licensed Software") and/or the provision of certain services and maintenance by Vendor to Customer in the Software Documents ("Services"). The License Agreement, any Addenda and Schedules attached thereto and specified herein (as the same may be amended from time to time with the written consent of Payee), are collectively referred to as the "Software Documents." Pursuant to the Software Documents, Customer is obligated to pay Vendor the full amount of the fee needed to license the Licensed Software and/or perform the Services ("Total Fee"), plus all applicable taxes. Payee and Customer have agreed that instead of Customer making payments of the Total Fee to Vendor as described in the Software Documents, Payee shall instead make such payments of the Total Fee on behalf of Customer to Vendor under the Software Documents, and with respect thereto, Customer shall and hereby agrees to make installment payments (each a "Payment" and collectively the "Payments") as specified above. For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree to the following:</p> | | |
| <p>2. Promises to Pay: FOR VALUE RECEIVED, at the time and place, and in the manner, provided herein, Customer promises to pay to the order of Payee directly (or to its successor and assigns), the Payments set forth above. The first Payment is due at the commencement of Payee's applicable billing cycle as specified by Payee in Payee's sole discretion; each subsequent Payment is due on the same date of each subsequent month until all Payments have been received by Payee. Each date a payment is due hereunder is a "Due Date" and along with the Payment due on such first Due Date, Customer shall pay to Payee an amount equal to 1/30th of the Payment amount for each day from and including the date Vendor was paid by Payee, to but excluding such first Due Date. If full payment of each Payment amount and other amounts due and payable from Customer to Payee are not received by Payee when due, Customer agrees to pay to Payee a late charge equal to the greater of 10% of such amount or \$25.00. In the event a check is returned unpaid or an ACH debit is not honored by Customer's bank, Customer agrees to pay a fee of \$30.00 or, in either of the two foregoing instances, the highest rate allowed by applicable law if less. Customer acknowledges and agrees that Payee, at its sole discretion, may transfer or assign this IPA and any or all rights and sums due hereunder to any person or entity or entities (who may in turn transfer or assign) (each, an "Assignee") without notice to or the consent of Customer, and upon Customer's receipt of written instruction from Payee (or after an assignment, from Assignee), Customer will make all Payments due and to become due hereunder to said Assignee. Customer further agrees that it will not assert against any such Assignee any claim, defense, counterclaim, setoff, reduction or other right ("Claim") which it may have against Payee or Vendor. Customer hereby irrevocably directs Payee to pay the Total Fee to the Vendor.</p> | | |
| <p>3. Payments, Taxes and Fees; Indemnification: All Payments due hereunder are payable as set forth herein. The final Payment and any other outstanding amounts due under this IPA shall be due and payable on the final Due Date. Receipt or the failure to receive an invoice does not affect in any way the obligation of Customer to pay all amounts due under this IPA in a timely manner and on the Due Dates as described herein. Customer agrees to pay when due and to indemnify and hold Payee harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes, ("Taxes") relating to the use or ownership of the Licensed Software or to this IPA now or hereafter imposed, levied or assessed by any taxing authority. Payee may in its sole discretion, elect to pay any such Taxes directly to a taxing authority and if so Customer agrees to reimburse Payee on demand for any such Taxes paid on Customer's behalf together with any filing or processing fee charged by Payee. If any taxing authority requires any Taxes to be paid in advance or on any periodic basis, and Payee pays such Taxes, Payee may increase the Payments or the Total Fee of the Licensed Software thereby increasing the amount of each Payment to reflect the payment of such Taxes. Customer agrees to indemnify and hold Payee harmless from any suits, claims, losses or damages Payee may suffer in any way relating to the use or ownership of the Licensed Software. Customer's obligations under this Section 3 shall survive the expiration or earlier termination of this IPA. Customer agrees to pay Payee fees in an amount in effect from time to time in connection with the documentation of the Agreement and any site inspection or lien search Payee deems necessary. Customer agrees that all such fees may not only cover Payee's costs; they may also include a profit.</p> | | |
| <p>4. Application of Payments: All payments made by Customer to Payee pursuant to this IPA may be applied in any order that Payee shall determine.</p> | | |
| <p>5. Absolute Obligation: CUSTOMER'S OBLIGATION TO MAKE THE PAYMENTS TO PAYEE, AS PROVIDED ABOVE, TO PAY OTHER SUMS THAT MAY BE DUE HEREUNDER AND PERFORM CUSTOMER'S OTHER OBLIGATIONS REQUIRED TO BE PERFORMED HEREUNDER, ARE ABSOLUTE, UNCONDITIONAL, NON-CANCELABLE OR PRE-PAYABLE, AND NON-REFUNDABLE, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, SET-OFF, RECOUPMENT, INCLAM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE THAT CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THE SOFTWARE DOCUMENTS OR OTHERWISE FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO TERMINATION OF THE LICENSE AGREEMENT OR ANY CHANGE IN, UPDATE TO OR TRANSFER OF THE LICENSED SOFTWARE OR ANY DEFAULT OR PURPORTED DEFAULT BY PAYEE OF AN OBLIGATION OF PAYEE HEREUNDER. CUSTOMER AGREES THAT IT WILL NOT ASSERT AGAINST PAYEE ANY CLAIM THAT IT MAY HAVE AGAINST VENDOR AND FURTHER AGREES THAT THE PAYMENTS ARE NOT AND WILL NOT BE SUBJECT TO ANY CLAIMS THAT IT MAY HAVE AGAINST VENDOR, REGARDLESS OF WHETHER OR NOT: (i) THE LICENSED SOFTWARE PERFORMS OR DOES NOT PERFORM IN ACCORDANCE WITH THE SOFTWARE DOCUMENTS; (ii) VENDOR OR CUSTOMER HAS BREACHED ANY OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THE SOFTWARE DOCUMENTS; (iii) THE LICENSES GRANTED PURSUANT TO THE SOFTWARE DOCUMENTS AND/OR ANY MAINTENANCE, SUPPORT, OR OTHER SERVICES PROVIDED THEREUNDER HAVE BEEN REVOKED OR OTHERWISE TERMINATED OR ARE UNSATISFACTORY OR NOT PERFORMED FOR ANY REASON; OR (iv) THE LICENSE AGREEMENT HAS EXPIRED OR BEEN TERMINATED FOR ANY REASON. IN FURTHERANCE OF AND NOT IN LIMITATION OF THE FOREGOING, IN THE EVENT CUSTOMER BELIEVES PAYEE IS IN DEFAULT OF ANY OF ITS OBLIGATIONS HEREUNDER CUSTOMER MAY BRING AN ACTION TO ENFORCE ITS RIGHTS BUT UNDER NO CIRCUMSTANCE SHALL ANY SUCH ALLEGED DEFAULT BY PAYEE EXCUSE CUSTOMER FROM CONTINUING TO PAY WHEN DUE THE PAYMENTS DUE HEREUNDER AND TO DISCHARGE CUSTOMER'S OTHER OBLIGATIONS HEREUNDER. AS AN INDUCEMENT TO PAYEE TO ENTER INTO THIS IPA, CUSTOMER REPRESENTS AND WARRANTS THAT THE LICENSED SOFTWARE HAS BEEN MADE AVAILABLE FOR USE BY CUSTOMER AND CUSTOMER IS FULLY SATISFIED WITH THE LICENSED SOFTWARE AND IRREVOCABLY ACCEPTS THE SAME FOR ALL PURPOSES AND IS ABSOLUTELY AND UNCONDITIONALLY LIABLE FOR THE TOTAL FEE. CUSTOMER HAS REVIEWED THE LICENSE AGREEMENT, IS SATISFIED WITH ALL OF THE TERMS THEREOF AND NEITHER IT NOR VENDOR IS IN DEFAULT OF ANY PROVISION THEREOF. ANY OTHER SPECIFIC ACCEPTANCE CRITERIA SPECIFIED IN THE SOFTWARE DOCUMENTS SHALL BE SOLELY BETWEEN CUSTOMER AND VENDOR AND SHALL IN NO WAY AFFECT CUSTOMER'S ABSOLUTE AND UNCONDITIONAL OBLIGATIONS UNDER THIS IPA. IN THE EVENT OF ANY DEFAULT BY VENDOR UNDER THE SOFTWARE DOCUMENTS, CUSTOMER'S SOLE REMEDY, IF ANY, SHALL BE AGAINST VENDOR. CUSTOMER ACKNOWLEDGES THAT PAYEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE INCLUDING WHETHER THE USE OF THE LICENSED SOFTWARE VIOLATES ANY PARTY'S PROPRIETARY OR OTHER RIGHTS), SERVICES, OR MAINTENANCE COVERED BY THE SOFTWARE DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND CUSTOMER ACCEPTS THE LICENSED SOFTWARE "AS-IS" "WHERE-IS". CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PAYEE FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING OUT OF, RELATED TO OR CAUSED BY THE LICENSED SOFTWARE OR ANY SERVICES OR MAINTENANCE COVERED BY THE SOFTWARE DOCUMENTS, EVEN IF PAYEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. CUSTOMER ACKNOWLEDGES THAT PAYEE DID NOT SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE SOFTWARE OR PROVIDE ANY SERVICES ASSOCIATED WITH MAINTENANCE OR OTHER SERVICES COVERED BY THE SOFTWARE DOCUMENTS AND THAT CUSTOMER HAS MADE THE SELECTION OF SUCH LICENSED SOFTWARE, MAINTENANCE AND SERVICES BASED UPON ITS OWN JUDGMENT AND DILIGENCE, AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY PAYEE OR ITS AGENTS. CUSTOMER UNDERSTANDS THAT PAYEE IS A SEPARATE AND INDEPENDENT COMPANY FROM ANY VENDOR, MANUFACTURER, DISTRIBUTOR OR LICENSOR OF THE LICENSED SOFTWARE, AND THAT NONE OF THEM NOR ANY AGENT OR EMPLOYEE OF ANY OF THEM IS PAYEE'S AGENT. CUSTOMER AGREES THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY ANY SUCH ENTITY OR PERSON IS BINDING ON PAYEE, AND NO BREACH BY ANY SUCH ENTITY OR PERSON WILL EXCUSE OR OTHERWISE AFFECT CUSTOMER'S OBLIGATIONS TO PAYEE.</p> | | |
| <p>6. Representations, Warranties and Covenants: Customer represents and warrants to Payee that as of the date Payee pays the Total Fee: (i) if an entity, Customer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to do business in each jurisdiction where it is required to be so qualified; (ii) this IPA is a legal, valid and binding obligation of Customer and enforceable against Customer in accordance with its terms; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property; (iv) this IPA has been duly authorized, executed and delivered by Customer; (v) if Customer is an entity, each signatory on behalf of Customer of this IPA has the authority to bind Customer to this IPA; (vi) any and all information furnished to Payee is and will be true, complete correct and not misleading and any financial statements furnished will be prepared in accordance with generally accepted accounting principles consistently applied (GAAP); (vii) Customer shall comply with all applicable laws, regulations and orders relating to this IPA and the Licensed Software; and (viii) Customer shall not assign, pledge or transfer any of its interests in or obligations under this IPA, the License Agreement or the Licensed Software or permit any lien or encumbrance herein or thereon without the prior written consent of Payee and shall at all times during the term hereof keep the License Agreement in full force and effect. IN ORDER TO SECURE THE DUE PAYMENT AND PERFORMANCE OF ALL OF CUSTOMER'S OBLIGATIONS AND LIABILITIES TO PAYEE, WHETHER NOW EXISTING OR HEREAFTER ARISING UNDER THIS IPA, CUSTOMER HEREBY GRANTS TO PAYEE A LIEN ON AND SECURITY INTEREST IN AND TO ALL OF ITS RIGHTS (BUT NOT ITS OBLIGATIONS) UNDER THE LICENSE AGREEMENT AND ALL PROCEEDS THEREOF, UPON THE OCCURRENCE OF A DEFAULT (AS HEREINAFTER DEFINED), IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES CONTAINED IN THIS IPA, PAYEE SHALL BE ENTITLED TO ALL RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAW.</p> | | |
| <p>7. Security Interest. In order to secure the prompt payment and performance of Customer's obligations to Payee under this IPA, all agreements and other obligations to Payee, whether they exist now or later, Customer hereby grants to Payee a first priority security interest in this Licensed Software and Software Documents and all accessories thereto, and Customer hereby grants to Payee a security interest in all the property Customer owns or later owns, including any goods, chattel paper, equipment, accounts, deposit accounts, instruments, contract rights and general intangibles, wherever located as well as any related proceeds. Customer hereby appoints Payee or its assignee its true and lawful attorney-in-fact to execute on behalf of Customer any financing statements or other documents which, in Payee's sole determination, are necessary to secure Payee's interest in the Licensed Software and Software Documents in all jurisdictions where same is or will be located. This appointment, being coupled with an interest, is irrevocable. At Payee's request, Customer shall obtain and deliver to Payee waivers of any mortgage, lien, encumbrance or interest with respect to the Licensed Software and Software Documents. Customer agrees to maintain the Licensed Software and Software Documents free from all claims, liens and legal processes of creditors and debtors of Customer.</p> | | |

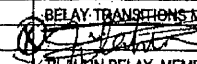
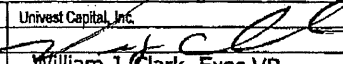
8. **Default:** Each of the following events shall constitute a "Default": (i) Customer fails to pay when due or any portion of any Payment or any other amount due hereunder on the applicable Due Date or other payment date provided for herein; (ii) Customer breaches any covenant or fails to perform any other obligation under this IPA; (iii) any representation or warranty made by Customer or any guarantor proves to be false in any material respect when made; (iv) Customer or any guarantor shall dissolve, cease doing business as a going concern or transfer all or a substantial part of its assets or merge or consolidate with or into, or reorganizes with any entity without Payee's prior written consent; (v) Customer or any guarantor becomes or is adjudicated insolvent, makes an assignment for the benefit of creditors, admits its inability to pay its debts as they become due, or Customer or any guarantor shall institute any bankruptcy, insolvency, reorganization, dissolution, liquidation or any such proceeding is instituted against Customer or any guarantor; (vi) any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Customer's or any guarantor's property; or (vii) a guarantor shall default under any guaranty relating to this IPA.

9. **Remedies:** Upon the occurrence of any Default, Customer agrees that: (a) Payee may declare all sums then due and owing under this IPA to be due and owing together with all remaining Payments reduced to their then present value using a discount rate of 3%, immediately due and payable in full (the "Accelerated Balance"), without further notice, demand, or protest, notice of protest, dishonor, notice of dishonor, notice of non-payment, presentment for payment, or all back of diligence or delays in collection or enforcement of this IPA, all of which are expressly waived by Customer; (b) Payee may directly debit (charge) Customer's bank account(s) to collect the ACCELERATED BALANCE, plus all other fees, charges or amounts that are then due. After the occurrence of a Default hereunder by Customer, Payee may provide notice to Customer, or Payee may request Vendor to provide notice to Customer requiring that Customer: (i) immediately cease using the Licensed Software, de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit; and (ii) provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting in such cessation of use and maintenance, de-installation and deletion of Licensed Software. Payee may instruct Vendor to cease maintaining the Licensed Software or providing Services to Customer in which circumstance neither Payee nor Vendor shall be liable to Customer for so doing. In addition to the rights and remedies of Payee set forth in this IPA, upon the occurrence of Default by Customer, Payee may (x) exercise any other rights and remedies available at law or in equity, including, without limitation its rights as a secured creditor under Article 9 of the Uniform Commercial Code with respect to the License Agreement, to enforce the performance by Customer of its obligations under this IPA or to recover damages for a breach hereof and (y) upon Payee's demand, Customer shall pay to Payee all costs and expenses incurred by Payee in enforcing its rights hereunder including, without limitation, the reasonable attorneys' fees and expenses incurred by Payee. No right or remedy is exclusive of any other provided in this IPA and all rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time.

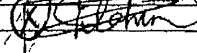
10. **General:** No delay or omission on the part of Payee in exercising any right hereunder shall operate as a waiver of such right or of any other right under this IPA or under any other document or instrument executed or delivered in connection with this IPA. All notices, requests, demands and other communications from Customer to Payee shall be in writing and delivered by hand delivery, certified mail (return receipt requested) or overnight courier service to Payee at the address as set forth herein. If any amount contracted for, charged or received in connection with this IPA constitutes interest or regulated time-price differential governed by, not exempt from, and in excess of amounts lawfully permitted under Pennsylvania law (the "Subject Amount"), then (x) if the law of the state in which the principal office of Customer is located permits the contracting for, charging or receipt of any part of the Subject Amount, then the parties agree that the laws of such state shall govern the contracting for, charging and receipt of such interest or regulated time-price differential, and (z), if clause (x) preceding is not applicable, Payee shall make any necessary adjustments so as to eliminate any such excess. Customer agrees to give Payee advance written notice and an opportunity to cure pursuant to this provision and the contract, charge or receipt claimed by Customer to be unlawful and Payee may calculate the maximum lawful amounts by amortizing, prorating, allocating, redefining, discounting, treating months as equal intervals and spreading in each case to the fullest extent allowed by applicable law. THIS IPA SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. YOU AGREE THAT ANY ACTION OR PROCEEDING TO WHICH WE ARE A PARTY ARISING DIRECTLY OR INDIRECTLY FROM THIS IPA, SHALL BE LITIGATED, AT OUR OPTION, IN ANY STATE OR FEDERAL COURT HAVING SITUS WITHIN BUCKS COUNTY, PENNSYLVANIA AND THAT SAID COURT SHALL HAVE EXCLUSIVE JURISDICTION THEREOF. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY. This IPA constitutes the entire understanding between the parties either oral or in writing with respect to the subject matter hereof and supercedes all prior oral or written understandings with respect thereto. If any term, provision, covenant or restriction of this IPA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IPA will remain in full force and effect and in no way will be affected, impaired or invalidated. No term or provision of this IPA may be amended, waived, discharged or terminated except by a written instrument signed by Payee. All obligations of the Customer, if Customer is more than one person or entity, shall be joint and several. All amounts not paid within 30 days of Payee's demand for payment shall thereafter accrue interest at 16% per annum or, if lower, the highest rate allowed by applicable law and shall be payable by Customer upon demand. All obligations of Customer under this IPA shall survive any termination of the licenses relating to the Licensed Software and termination or expiration of the License and any Services agreement. Customer agrees that by providing Payee with an email address or telephone number for a cellular or other wireless device, Customer expressly consents to receiving communications including email, voice and text messages from Payee or Payee's affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that Customer provides to us now or in the future and permits such communications regardless of their purpose. These calls and messages may incur access fees from Customer's Internet or wireless provider. Customer agrees that, on demand of Payee it shall execute and deliver any instrument or document, furnish any information, or perform any other act reasonably determined by Payee to be necessary or convenient to carry out the provisions and intent of this IPA. Customer shall furnish to Payee: (a) its annual financial statements (in form satisfactory to Payee) within ninety (90) days after the end of each of its fiscal years; and (b) such other financial and other information as Payee shall from time to time request. Time is of the essence in the performance of this IPA. Customer agrees this document may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law.

THIS IPA SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF PAYEE. This IPA may be executed in separate counterparts, which together shall constitute one in the same instrument. A fully signed facsimile of this IPA shall be deemed to be an original, provided, however that only the counterpart actually signed in ink by Payee shall be deemed to be an original for chattel paper purposes (and irrespective if Customer's signature thereon is an original).

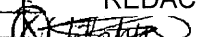
IN WITNESS WHEREOF, the parties hereto have executed this IPA, by their duly authorized representatives.

| | | | |
|-------------------------|---|-------------------------|--|
| Customer Name: | BELAY TRANSITIONS MATH LLC | PAYEE: | Univest Capital, Inc. |
| By: |  | By: |  |
| Printed Name and Title: | TIAHUN BELAY, MEMBER | Printed Name and Title: | William J. Clark, Exec VP |

GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to Payee and Payee's assigns the payment and performance when due of all of the obligations of the Customer under this IPA and all related documents executed by the Customer ("Agreements"). We may proceed against you before proceeding against the Customer, the Software or enforce any other remedy. Notwithstanding any changes made to the Agreements in Payee's dealings with Customer, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Customer. You waive all notices to which you may have a right. You agree to pay Payee's expenses in enforcing this Guaranty. You may not assign this Guaranty without Payee's written consent. The governing law and venue provisions of the IPA shall apply to any action to enforce this Guaranty. You consent to Payee conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. YOU AGREE THAT ANY ACTION OR PROCEEDING TO WHICH WE ARE A PARTY ARISING DIRECTLY OR INDIRECTLY FROM THIS IPA, SHALL BE LITIGATED, AT OUR OPTION, IN ANY STATE OR FEDERAL COURT HAVING SITUS WITHIN BUCKS COUNTY, PENNSYLVANIA AND THAT SAID COURT SHALL HAVE EXCLUSIVE JURISDICTION THEREOF. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY.

| | | | |
|----------------------|---|---------------|--------------|
| Guarantor Signature: |  | Printed Name: | TIAHUN BELAY |
| Guarantor Signature: | | Printed Name: | |

AUTHORIZATION FOR ACH PAYMENTS: Customer authorizes Payee, or Payee's successors and assigns to automatically initiate and make debit entry charges to Customer's bank account indicated below for the payment of all amounts owed by Customer from time to time under the IPA. This Authorization is to remain in effect during the Term of the IPA. Any incorrect charge will be corrected upon notification to Payee, by either a credit or debit to Customer's account.

| | | | |
|-----------------------|---|-------------------------|-------------------------------|
| Bank Name: | CHASE BANK | Acct Holder Name: | Belay Transitions MATH LLC |
| Account No: | REDACTED | ABA No: | REDACTED |
| Authorized Signature: |  | Printed Name and Title: | Tiahun Belay, Managing Member |



VENDOR RELATIONSHIP ACKNOWLEDGEMENT

Univest Capital, Inc.
3331 Street Road
Suite 325
Bensalem, PA 19020
www.univestcapitalinc.com

Agreement No. 151571

Date: 09-13-2016

You, the Customer, and Univest Capital, Inc. ("we", "us", "our") have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) ("Agreement") pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case "Equipment") as set forth in this Vendor Relationship Acknowledgement ("VRA"). Subject to our receipt of the necessary documents and any required advance payment, we have agreed to provide the financing you are seeking pursuant to the provisions of the Agreement.

YOU ACKNOWLEDGE THE FOLLOWING:

1. We and the Equipment supplier(s) ("Vendor") are not related. There is no common ownership interest of any kind between us and the Vendor. We receive no compensation from the Vendor for providing financing to Vendor's customers. The Vendor nor any salesperson, employee or agent of the Vendor, is our agent or has any authority to speak for us or to bind us in any way.
2. We have no knowledge about the Equipment and make no warranties concerning it. We do not know the Equipment's condition or its performance, whether or not it conforms to what you ordered from the Vendor and whether the equipment is suitable for any particular purpose. You have chosen the Vendor and the Equipment in your sole judgment.
3. Your obligations to us are governed strictly by the Agreement, despite any verbal or written arrangement you may have with the Vendor. Once you direct us to pay the Vendor and we have done so, you are unconditionally obligated to make all of the payments specified in the Agreement even if the Equipment delivered is not what you ordered, even if the Equipment is damaged, even if the Equipment does not function properly and even if the Vendor does not honor any contract, agreement or warranty it might have with you or given to you.
4. If you had purchased the Equipment for cash, you would be assuming all the risks and your sole recourse would be against the Vendor. That is exactly the case if once we fund the Agreement. In short, your obligations under the Agreement and the performance of the Equipment and the Vendor are totally separate from one another.
5. If the Equipment consists, in whole or in part, of software ("Software") and we are financing the payments needed for you to acquire the right to use such Software or receive services created by it, you must make all payments required by the Agreement and perform your other duties under it whether or not the Software performs as represented by the Vendor of the Software and regardless of whether you are able to receive the services created or anticipated to be created by it.

This VRA supplements but does not amend the Agreement. A facsimile or other copy of this VRA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

ACKNOWLEDGED: BELAY TRANSITIONS MHT LLC

Signature:

Printed Name:

Title:

TILAHUN BELAY

MEMBER

EXHIBIT B



INSTALLMENT PAYMENT AGREEMENT Agreement No. 151565

Univest Capital, Inc.
3331 Street Road
Suite 325
Bensalem, PA 19020
www.univestcapitalinc.com

| | | |
|---|---|--------------------|
| CUSTOMER: BELAY TRANSITIONS MHT LLC | ADDRESS: 2051 W CUMBERLAND RD APT 1030 TYLER, TEXAS 75703 | TERM: 66 |
| PAYMENT SCHEDULE: 6 @ \$99.00, 50 @ \$1,899.00 | | |
| <p>SCHEDULE A ("SOFTWARE"): One or more Licenses for Software including related Software Documents which also may include items of personal property as generally described herein which Univest Capital, Inc. and Customer agree that a more detailed description of the property being financed shall be maintained by Payee among our books and records in whatever more detailed description of the property financed is received from the supplier of such property and, absent manifest error, such detailed description shall be considered incorporated into this Installment Payment Agreement and shall be provided to Customer promptly upon request.</p> <p>Software Description: MHT EMR SOFTWARE</p> | | |
| <p>1. Agreement: This Installment Payment Agreement ("IPA") is made between the Customer named above ("Customer"), and Univest Capital, Inc. ("Payee"), with respect to the following facts: Customer and its vendor (whether one or more "Vendor") have entered into an agreement ("License Agreement") in connection with the licensing of certain software products by Vendor to Customer ("Licensed Software") and/or the provision of certain services and maintenance by Vendor to Customer in the Software Documents ("Services"). The License Agreement, any Addenda and Schedules attached thereto and specified herein (as the same may be amended from time to time with the written consent of Payee), are collectively referred to as the "Software Documents." Pursuant to the Software Documents, Customer is obligated to pay Vendor the full amount of the fee needed to license the Licensed Software and/or perform the Services ("Total Fee"), plus all applicable taxes. Payee and Customer have agreed that instead of Customer making payments of the Total Fee to Vendor as described in the Software Documents, Payee shall instead make such payments of the Total Fee on behalf of Customer to Vendor under the Software Documents, and with respect thereto, Customer shall and hereby agrees to make installment payments (each a "Payment" and collectively the "Payments") as specified above. For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree to the following:</p> | | |
| <p>2. Promise to Pay: FOR VALUE RECEIVED, at the time and place, and in the manner, provided herein, Customer promises to pay to the order of Payee directly (or to its successor and assigns), the Payments set forth above. The first Payment is due at the commencement of Payee's applicable billing cycle as specified by Payee in Payee's sole discretion; each subsequent Payment is due on the same date of each succeeding month until all Payments have been received by Payee. Each date a payment is due hereunder is a "Due Date" and along with the Payment due on such first Due Date, Customer shall pay to Payee an amount equal to 1/100th of the Payment amount for each day from and including the date Vendor was paid by Payee, to but excluding such first Due Date. If full payment of each Payment amount and other amounts due and payable from Customer to Payee are not received by Payee when due, Customer agrees to pay to Payee a late charge equal to the greater of 10% of such amount or \$25.00. In the event a check is returned unpaid or an ACH debit is not honored by Customer's bank, Customer agrees to pay a fee of \$30.00 or, in either of the two foregoing instances, the highest rate allowed by applicable law if less. Customer acknowledges and agrees that Payee, at its sole discretion, may transfer or assign this IPA and any or all rights and sums due hereunder to any person or entity or entities (who may in turn transfer or assign) (each, an "Assignee") without notice to or the consent of Customer, and upon Customer's receipt of written instruction from Payee (or after an assignment, from Assignee), Customer will make all Payments due and to become due hereunder to said Assignee. Customer further agrees that it will not assert against any such Assignee any claim, defense, counterclaim, setoff, reduction or other right ("Claim") which it may have against Payee or Vendor. Customer hereby irrevocably directs Payee to pay the Total Fee to the Vendor.</p> | | |
| <p>3. Payments, Taxes and Fees; Indemnification: All Payments due hereunder are payable as set forth herein. The final Payment and any other outstanding amounts due under this IPA shall be due and payable on the final Due Date. Receipt or the failure to receive an invoice does not affect in any way the obligation of Customer to pay all amounts due under this IPA in a timely manner and on the Due Dates as described herein. Customer agrees to pay when due and to indemnify and hold Payee harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes, ("Taxes") relating to the use or ownership of the Licensed Software or to this IPA now or hereafter imposed, levied or assessed by any taxing authority. Payee may in its sole discretion, elect to pay any such Taxes directly to a taxing authority and if so Customer agrees to reimburse Payee on demand for any such Taxes paid on Customer's behalf together with any filing or processing fee charged by Payee. If any taxing authority requires any Taxes to be paid in advance or on any periodic basis, and Payee pays such Taxes, Payee may increase the Payments or the Total Fee of the Licensed Software thereby increasing the amount of each Payment to reflect the payment of such Taxes. Customer agrees to indemnify and hold Payee harmless from any suits, claims, losses or damages Payee may suffer in any way relating to the use or ownership of the Licensed Software. Customer's obligations under this Section 3 shall survive the expiration or earlier termination of this IPA. Customer agrees to pay Payee fees in an amount in effect from time to time in connection with the documentation of the Agreement and any site inspection or lien search Payee deems necessary. Customer agrees that all such fees may not only cover Payee's costs they may also include a profit.</p> | | |
| <p>4. Application of Payments: All payments made by Customer to Payee pursuant to this IPA may be applied in any order that Payee shall determine.</p> <p>5. Absolute Obligation: CUSTOMER'S OBLIGATION TO MAKE THE PAYMENTS TO PAYEE, AS PROVIDED ABOVE, TO PAY OTHER SUMS THAT MAY BE DUE HEREUNDER AND PERFORM CUSTOMER'S OTHER OBLIGATIONS REQUIRED TO BE PERFORMED HEREUNDER, ARE ABSOLUTE, UNCONDITIONAL, NON-CANCELABLE OR PRE-PAYABLE, AND NONREFUNDABLE, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, SET-OFF, RECOUPMENT, INCLAM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE THAT CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THE SOFTWARE DOCUMENTS OR OTHERWISE FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO TERMINATION OF THE LICENSE AGREEMENT OR ANY CHANGE IN, UPDATE TO OR TRANSFER OF THE LICENSED SOFTWARE OR ANY DEFAULT OR PURPORTED DEFAULT BY PAYEE OF AN OBLIGATION OF PAYEE HEREUNDER. CUSTOMER AGREES THAT IT WILL NOT ASSERT AGAINST PAYEE ANY CLAIM THAT IT MAY HAVE AGAINST VENDOR AND FURTHER AGREES THAT THE PAYMENTS ARE NOT AND WILL NOT BE SUBJECT TO ANY CLAIMS THAT IT MAY HAVE AGAINST VENDOR, REGARDLESS OF WHETHER OR NOT: (i) THE LICENSED SOFTWARE PERFORMS OR DOES NOT PERFORM IN ACCORDANCE WITH THE SOFTWARE DOCUMENTS; (ii) VENDOR OR CUSTOMER HAS BREACHED ANY OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER THE SOFTWARE DOCUMENTS; (iii) THE LICENSES GRANTED PURSUANT TO THE SOFTWARE DOCUMENTS AND/OR ANY MAINTENANCE, SUPPORT, OR OTHER SERVICES PROVIDED THEREUNDER HAVE BEEN REVOKED OR OTHERWISE TERMINATED OR ARE UNSATISFACTORY OR NOT PERFORMED FOR ANY REASON; OR (iv) THE LICENSE AGREEMENT HAS EXPIRED OR BEEN TERMINATED FOR ANY REASON. IN FURTHERANCE OF AND NOT IN LIMITATION OF THE FOREGOING, IN THE EVENT CUSTOMER BELIEVES PAYEE IS IN DEFAULT OF ANY OF ITS OBLIGATIONS HEREUNDER CUSTOMER MAY BRING AN ACTION TO ENFORCE ITS RIGHTS BUT UNDER NO CIRCUMSTANCE SHALL ANY SUCH ALLEGED DEFAULT BY PAYEE EXCUSE CUSTOMER FROM CONTINUING TO PAY WHEN DUE THE PAYMENTS DUE HEREUNDER AND TO DISCHARGE CUSTOMER'S OTHER OBLIGATIONS HEREUNDER. AS AN INDUCEMENT TO PAYEE TO ENTER INTO THIS IPA, CUSTOMER REPRESENTS AND WARRANTS THAT THE LICENSED SOFTWARE HAS BEEN MADE AVAILABLE FOR USE BY CUSTOMER AND CUSTOMER IS FULLY SATISFIED WITH THE LICENSED SOFTWARE AND IRREVOCABLY ACCEPTS THE SAME FOR ALL PURPOSES AND IS ABSOLUTELY AND UNCONDITIONALLY LIABLE FOR THE TOTAL FEE. CUSTOMER HAS REVIEWED THE LICENSE AGREEMENT, IS SATISFIED WITH ALL OF THE TERMS THEREOF AND NEITHER IT NOR VENDOR IS IN DEFAULT OF ANY PROVISION THEREOF; ANY OTHER SPECIFIC ACCEPTANCE CRITERIA SPECIFIED IN THE SOFTWARE DOCUMENTS SHALL BE SOLELY BETWEEN CUSTOMER AND VENDOR AND SHALL IN NO WAY AFFECT CUSTOMER'S ABSOLUTE AND UNCONDITIONAL OBLIGATIONS UNDER THIS IPA. IN THE EVENT OF ANY DEFAULT BY VENDOR UNDER THE SOFTWARE DOCUMENTS, CUSTOMER'S SOLE REMEDY, IF ANY, SHALL BE AGAINST VENDOR. CUSTOMER ACKNOWLEDGES THAT PAYEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE (INCLUDING WHETHER THE USE OF THE LICENSED SOFTWARE VIOLATES ANY PARTY'S PROPRIETARY OR OTHER RIGHTS), SERVICES, OR MAINTENANCE COVERED BY THE SOFTWARE DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND CUSTOMER ACCEPTS THE LICENSED SOFTWARE "AS-IS" "WHERE-IS". CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PAYEE FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING OUT OF, RELATED TO OR CAUSED BY THE LICENSED SOFTWARE, OR ANY SERVICES OR MAINTENANCE COVERED BY THE SOFTWARE DOCUMENTS, EVEN IF PAYEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. CUSTOMER ACKNOWLEDGES THAT PAYEE DID NOT SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE SOFTWARE OR PROVIDE ANY SERVICES ASSOCIATED WITH MAINTENANCE OR OTHER SERVICES COVERED BY THE SOFTWARE DOCUMENTS AND THAT CUSTOMER HAS MADE THE SELECTION OF SUCH LICENSED SOFTWARE, MAINTENANCE AND SERVICES BASED UPON ITS OWN JUDGMENT AND DILIGENCE, AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY PAYEE OR ITS AGENTS. CUSTOMER UNDERSTANDS THAT PAYEE IS A SEPARATE AND INDEPENDENT COMPANY FROM ANY VENDOR, MANUFACTURER, DISTRIBUTOR OR LICENSOR OF THE LICENSED SOFTWARE, AND THAT NONE OF THEM NOR ANY AGENT OR EMPLOYEE OF ANY OF THEM IS PAYEE'S AGENT. CUSTOMER AGREES THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY ANY SUCH ENTITY OR PERSON IS BINDING ON PAYEE, AND NO BREACH BY ANY SUCH ENTITY OR PERSON WILL EXCUSE OR OTHERWISE AFFECT CUSTOMER'S OBLIGATIONS TO PAYEE.</p> | | |
| <p>6. Representations, Warranties and Covenants: Customer represents and warrants to Payee that as of the date Payee pays the Total Fee: (i) if an entity, Customer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to do business in each jurisdiction where it is required to be so qualified; (ii) this IPA is a legal, valid and binding obligation of Customer and enforceable against Customer in accordance with its terms; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property; (iv) this IPA has been duly authorized, executed and delivered by Customer; (v) if Customer is an entity, each signatory on behalf of Customer of this IPA has the authority to bind Customer to this IPA; (vi) any and all information furnished to Payee is and will be true, complete correct and not misleading and any financial statements furnished will be prepared in accordance with generally accepted accounting principles consistently applied (GAAP); (vii) Customer shall comply with all applicable laws, regulations and orders relating to this IPA and the Licensed Software; and (viii) Customer shall not assign, pledge or transfer any of its interests in or obligations under this IPA, the License Agreement or the Licensed Software or permit any lien or encumbrance hereon or thereon without the prior written consent of Payee and shall at all times during the term hereof keep the License Agreement in full force and effect. IN ORDER TO SECURE THE DUE PAYMENT AND PERFORMANCE OF ALL OF CUSTOMER'S OBLIGATIONS AND LIABILITIES TO PAYEE, WHETHER NOW EXISTING OR HEREAFTER ARISING UNDER THIS IPA, CUSTOMER HEREBY GRANTS TO PAYEE A LIEN ON AND SECURITY INTEREST IN AND TO ALL OF ITS RIGHTS (BUT NOT ITS OBLIGATIONS) UNDER THE LICENSE AGREEMENT AND ALL PROCEEDS THEREOF, UPON THE OCCURRENCE OF A DEFAULT (AS HEREINAFTER DEFINED), IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES CONTAINED IN THIS IPA, PAYEE SHALL BE ENTITLED TO ALL RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAW.</p> | | |
| <p>7. Security Interest: In order to secure the prompt payment and performance of Customer's obligations to Payee under this IPA, all agreements and other obligations to Payee, whether they exist now or later, Customer hereby grants to Payee a first priority security interest in this Licensed Software and Software Documents and all accessories thereto, and Customer hereby grants to Payee a security interest in all the property Customer owns or later owns, including any goods, chattel paper, equipment, accounts, deposit accounts, instruments, contract rights and general intangibles, wherever located as well as any related proceeds. Customer hereby appoints Payee or its assignee its true and lawful attorney-in-fact to execute on behalf of Customer any financing statements or other documents which, in Payee's sole determination, are necessary to secure Payee's interest in the Licensed Software and Software Documents in all jurisdictions where same is or will be located. This appointment, being coupled with an interest, is irrevocable. At Payee's request, Customer shall obtain and deliver to Payee waivers of any mortgage, lien, encumbrance or interest with respect to the Licensed Software and Software Documents. Customer agrees to maintain the Licensed Software and Software Documents free from all claims, liens and legal processes of creditors and claimants of Customer.</p> | | |

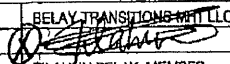
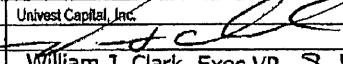
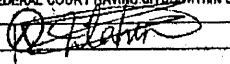

6. **Default:** Each of the following events shall constitute a "Default": (i) Customer fails to pay when due all or any portion of any Payment or any other amount due hereunder on the applicable Due Date or other payment date provided for herein; (ii) Customer breaches any covenant or fails to perform any other obligation under this IPA; (iii) any representation or warranty made by Customer or any guarantor proves to be false in any material respect when made; (iv) Customer or any guarantor shall dissolve, cease doing business as a going concern or transfer all or a substantial part of its assets or merge or consolidate with or into, or reorganizes with any entity without Payee's prior written consent; (v) Customer or any guarantor becomes or is adjudicated insolvent, makes an assignment for the benefit of creditors, admits its inability to pay its debts as they become due, or Customer or any guarantor shall institute any bankruptcy, insolvency, reorganization, dissolution, liquidation or any such proceeding is instituted against Customer or any guarantor; (vi) any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Customer's or any guarantor's property; or (vii) a guarantor shall default under any guaranty relating to this IPA.

7. **Remedies:** Upon the occurrence of any Default, Customer agrees that: (a) Payee may declare all sums then due and owing under this IPA together with all remaining Payments reduced to their then present value using a discount rate of 3%, immediately due and payable in full (the "Accelerated Balance"), without further notice, demand, or protest, notice of protest, dishonor, notice of dishonor, notice of non-payment, presentment for payment, or all lack of diligence or delays in collection or enforcement of this IPA, all of which are expressly waived by Customer; (b) Payee may directly debit (charge) Customer's bank account(s) to collect the ACCELERATED BALANCE, plus all other fees, charges or amounts that are then due. After the occurrence of a Default hereunder by Customer, Payee may provide notice to Customer, or Payee may request Vendor to provide notice to customer requiring that Customer: (i) immediately cease using the Licensed Software, de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit; and (ii) provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software. Payee may instruct Vendor to cease maintaining the Licensed Software or providing Services to Customer in which circumstance neither Payee nor Vendor shall be liable to Customer for so doing. In addition to the rights and remedies of Payee set forth in this IPA, upon the occurrence of Default by Customer, Payee may (x) exercise any other rights and remedies available at law or in equity, including, without limitation its rights as a secured creditor under Article 9 of the Uniform Commercial Code with respect to the License Agreement, to enforce the performance by Customer of its obligations under this IPA or to recover damages for a breach hereof and (y) upon Payee's demand, Customer shall pay to Payee all costs and expenses incurred by Payee in enforcing its rights hereunder including, without limitation, the reasonable attorneys' fees and expenses incurred by Payee. No right or remedy is exclusive of any other provided in this IPA and all rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time.

8. **General:** No delay or omission on the part of Payee in exercising any right hereunder shall operate as a waiver of such right or of any other right under this IPA or under any other document or instrument executed or delivered in connection with this IPA. All notices, requests, demands and other communications from Customer to Payee shall be in writing and delivered by hand delivery, certified mail (return receipt requested) or overnight courier service to Payee at the address as set forth herein. If any amount contracted for, charged or received in connection with this IPA constitutes interest or regulated time-price differential governed by, not exempt from, and in excess of amounts lawfully permitted under Pennsylvania law (the "Subject Amount"), then (x) if the law of the state in which the principal office of Customer is located permits the contracting for, charging or receipt of any part of the Subject Amount, then the parties agree that the laws of such state shall govern the contracting for, charging and receipt of such interest or regulated time-price differential, and (z), if clause (x) preceding is not applicable, Payee shall make any necessary adjustments so as to eliminate any such excess. Customer agrees to give Payee advance written notice and an opportunity to cure pursuant to this provision and the contract, charge or receipt claimed by Customer to be unlawful; and Payee may calculate the maximum lawful amounts by amortizing, prorating, allocating, reallocating, discounting, treating months as equal intervals and spreading in each case to the fullest extent allowed by applicable law. THIS IPA SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. YOU AGREE THAT ANY ACTION OR PROCEEDING TO WHICH WE ARE A PARTY ARISING DIRECTLY OR INDIRECTLY FROM THIS IPA, SHALL BE LITIGATED, AT OUR OPTION, IN ANY STATE OR FEDERAL COURT HAVING SITUS WITHIN BUCKS COUNTY, PENNSYLVANIA AND THAT SAID COURT SHALL HAVE EXCLUSIVE JURISDICTION THEREOF. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY. This IPA constitutes the entire understanding between the parties either oral or in writing with respect to the subject matter hereof and supersedes all prior oral or written understandings with respect thereto. If any term, provision, covenant or restriction of this IPA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IPA will remain in full force and effect and in no way will be affected, impaired or invalidated. No term or provision of this IPA may be amended, waived, discharged or terminated except by a written instrument signed by Payee. All obligations of the Customer, if Customer is more than one person or entity, shall be joint and several. All amounts not paid within 30 days of Payee's demand for payment shall thereafter accrue interest at 16% per annum or, if lower, the highest rate allowed by applicable law and shall be payable by Customer upon demand. All obligations of Customer under this IPA shall survive any termination of the Licenses relating to the Licensed Software and termination or expiration of the License and any Service agreement. Customer agrees that by providing Payee with an email address or telephone number for a cellular or other wireless device, Customer expressly consents to receiving communications including email, voice and text messages from Payee or Payee's affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that Customer provides to us now or in the future and permits such communications regardless of their purpose. These calls and messages may incur access fees from Customer's internet or wireless provider. Customer agrees that, on demand of Payee it shall execute and deliver any instrument or document, furnish any information, or perform any other act reasonably determined by Payee to be necessary or convenient to carry out the provisions and intent of this IPA. Customer shall furnish to Payee: (a) its annual financial statements (in form satisfactory to Payee) within ninety (90) days after the end of each of its fiscal years; and (b) such other financial and other information as Payee shall from time to time request. Time is of the essence in the performance of this IPA. Customer agrees this document may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law.

THIS IPA SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF PAYEE. This IPA may be executed in separate counterparts, which together shall constitute one in the same instrument. A fully signed facsimile of this IPA shall be deemed to be an original, provided, however that only the counterpart actually signed in ink by Payee shall be deemed to be an original for chattel paper purposes (and irrespective if Customer's signature thereon is an original).

IN WITNESS WHEREOF, the parties hereto have executed this IPA, by their duly authorized representatives.

| | | | |
|--|---|-------------------------|--|
| Customer Name: | BELAY TRANSITIONS MHT LLC | PAYEE: | Univest Capital, Inc. |
| By: |  | By: |  |
| Printed Name and Title: | TILAHUN BELAY, MEMBER | Printed Name and Title: | William J. Clark, Exec VP 9.16.2016 |
| <p>GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to Payee and Payee's assigns the payment and performance when due of all of the obligations of the Customer under this IPA and all related documents executed by the Customer ("Agreements"). We may proceed against you before proceeding against the Customer, the Software or enforce any other remedy. Notwithstanding any changes made to the Agreements in Payee's dealings with Customer, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Customer. You waive all notices to which you may have a right. You agree to pay Payee's expenses in enforcing this Guaranty. You may not assign this Guaranty without Payee's written consent. The governing law and venue provisions of the IPA shall apply to any action to enforce this Guaranty. You consent to Payee conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. YOU AGREE THAT ANY ACTION OR PROCEEDING TO WHICH WE ARE A PARTY ARISING DIRECTLY OR INDIRECTLY FROM THIS IPA, SHALL BE LITIGATED, AT OUR OPTION, IN ANY STATE OR FEDERAL COURT HAVING SITUS WITHIN BUCKS COUNTY, PENNSYLVANIA AND THAT SAID COURT SHALL HAVE EXCLUSIVE JURISDICTION THEREOF. YOU WAIVE ANY RIGHT TO A TRIAL BY JURY.</p> | | | |
| Guarantor Signature: |  | Printed Name: | TILAHUN BELAY |
| Guarantor Signature: | | Printed Name: | |
| <p>AUTHORIZATION FOR ACH PAYMENTS: Customer authorizes Payee, or Payee's successors and assigns to automatically initiate and make debit entry charges to Customer's bank account indicated below for the payment of all amounts owed by Customer from time to time under the IPA. This Authorization is to remain in effect during the Term of the IPA. Any incorrect charge will be corrected upon notification to Payee, by either a credit or debit to Customer's account.</p> | | | |
| Bank Name: | CHASE BANK | Acct Holder Name: | Belay Transitions MHT LLC |
| Account No: | REDACTED | ABA No: | REDACTED |
| Authorized Signature: |  | Printed Name and Title: | Tilahun Belay, Managing Member |



VENDOR RELATIONSHIP ACKNOWLEDGEMENT

Univest Capital, Inc.
3331 Street Road
Suite 325
Beaumont, PA 19020
www.univestcapitalinc.com

Agreement No. 151565

Date: 09-13-2016

You, the Customer, and Univest Capital, Inc. ("we", "us", "our") have entered into the above referenced equipment lease, equipment finance agreement, secured loan or similar agreement (which may be one or more schedules to a master agreement) ("Agreement") pursuant to which we will be financing the Equipment or Collateral as defined in and described in the Agreement (in either case "Equipment") as set forth in this Vendor Relationship Acknowledgement ("VRA"). Subject to our receipt of the necessary documents and any required advance payment, we have agreed to provide the financing you are seeking pursuant to the provisions of the Agreement.

YOU ACKNOWLEDGE THE FOLLOWING:

1. **We and the Equipment supplier(s) ("Vendor") are not related.** There is no common ownership interest of any kind between us and the Vendor. We receive no compensation from the Vendor for providing financing to Vendor's customers. The Vendor nor any salesperson, employee or agent of the Vendor, is our agent or has any authority to speak for us or to bind us in any way.
2. **We have no knowledge about the Equipment and make no warranties concerning it.** We do not know the Equipment's condition or its performance, whether or not it conforms to what you ordered from the Vendor and whether the equipment is suitable for any particular purpose. You have chosen the Vendor and the Equipment in your sole judgment.
3. **Your obligations to us are governed strictly by the Agreement, despite any verbal or written arrangement you may have with the Vendor.** Once you direct us to pay the Vendor and we have done so, you are unconditionally obligated to make all of the payments specified in the Agreement even if the Equipment delivered is not what you ordered, even if the Equipment is damaged, even if the Equipment does not function properly and even if the Vendor does not honor any contract, agreement or warranty it might have with you or given to you.
4. **If you had purchased the Equipment for cash, you would be assuming all the risks and your sole recourse would be against the Vendor.** That is exactly the case if once we fund the Agreement. In short, your obligations under the Agreement and the performance of the Equipment and the Vendor are totally separate from one another.
5. **If the Equipment consists, in whole or in part, of software ("Software") and we are financing the payments needed for you to acquire the right to use such Software or receive services created by it, you must make all payments required by the Agreement and perform your other duties under it whether or not the Software performs as represented by the Vendor of the Software and regardless of whether you are able to receive the services created or anticipated to be created by it.**

This VRA supplements but does not amend the Agreement. A facsimile or other copy of this VRA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes.

ACKNOWLEDGED: BELAY TRANSITIONS MHT LLC

Signature: _____

Printed Name: _____

Title: _____

TILAHUN BELAY

MEMBER

EXHIBIT C

KLEHR | HARRISON | HARVEY | BRANZBURG^{LLP}

William J. Clements
Direct Dial: (215) 569-3494
Email: wjclements@klehr.com

February 22, 2017

Belay Transitions MHT LLC
2051 W. Cumberland Road, Apt. 1030
Tyler, TX 75703

Tilahun Belay
5872 Old Jackson Highway 728
Tyler, TX 75703

Re: Installment Payment Agreement Nos. 151565 and 151571

Dear Customer:

This firm is legal counsel to Univest Capital, Inc. ("Univest Capital") with respect to the above referenced Installment Payment Agreements. This letter constitutes formal Notice of Default and Demand for Payment under the Installment Payment Agreements as a consequence of Customer's failure to make payment when due. Univest Capital hereby demands payment of the balances due, with interest, fees and costs continuing to accrue. Kindly contact us to make payment arrangements, or if you have any questions regarding this letter.

The foregoing is not a modification or waiver of any of Univest Capital's rights and remedies under the Installment Payment Agreements, and Univest Capital expressly reserves the right to exercise its rights and remedies at its sole and exclusive discretion in accordance with the terms of such documents.

Very truly yours,



William J. Clements

WJC:wjc

EXHIBIT D



**UNIVEST CAPITAL, INC.
BROKER AGREEMENT**

Agreement made this 26th day of August 2013 by and between Univest Capital, Inc. (UCI) and Ascentium Capital LLC. ("Broker").

From time to time, Broker proposes to provide UCI certain Equipment Leasing Vendor Programs and/or individual Equipment Leasing Transactions ("Contracts") between Equipment Vendors and third-party equipment users ("Lessees") and equipment covered by such contracts ("Equipment").

In consideration of the covenants, warranties and representations contained herein and for other good and valuable consideration exchanged, UCI and Broker agree as follows:

1. UCI shall be under no obligation to purchase any Contracts and Broker shall be under no obligation to refer any Contracts to UCI.
2. With respect to certain Contracts and each related item of Equipment sold, UCI shall pay to Broker a mutually agreed upon commission and Broker shall deliver to UCI a duly authorized company commission invoice.
3. Broker warrants and represents to UCI that no payments have been or shall be made on behalf of the Lessee.
4. Broker further warrants and represents that each contract contains the entire agreement with a Lessee unless otherwise revealed to UCI in writing.
5. Broker shall have no authority to incur any obligations on behalf of UCI or make, alter, or execute documents or agreements on behalf of lessee or UCI unless so authorized by UCI in writing.
6. Broker agrees that all monies which Broker may receive from any Lessee financing equipment through UCI will be immediately forwarded to UCI, with all proper and necessary endorsements.
7. Broker agrees to indemnify and hold UCI harmless from any and all liability, demands, claims, costs or damages, including attorney's fees, which may be incurred by UCI as a result of any breach of warranty or obligation by the Broker.
8. UCI's failure to exercise any of its rights shall not operate as a waiver of any such rights and such rights shall continue until all Contracts have been paid in full. All of UCI's rights as provided herein shall be cumulative and not in the alternative and UCI's rights shall bind the Broker, their heirs, assigns and successors-in-interest.
9. This agreement may be terminated at any time by either party upon written notice of termination sent to the other and termination shall be effective three (3) days after receipt of such notice, provided, however, that such termination shall not affect the responsibilities of UCI and Broker as to any Contracts purchased prior to receipt of such notice. Notice of termination shall be sent



to the address of each party hereinafter provided or such other address as may be furnished from time to time.

10. In any action to interpret or enforce the provisions of this agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs incurred.

11. Broker warrants and represents that:

(a) All requirements of all federal, state and local statutes as well as all other laws regulations and rules applicable to each Contract have been satisfied and Broker agrees to indemnify UCI against, and hold UCI harmless from, all claims, actions, suits, proceedings, costs, expenses, loss, damages and liabilities, including attorney's fees, arising out of, connected with, relating to, or resulting from any contention, that there has been a violation of, or failure to comply properly with, any such laws, statutes, rules or regulations in connection with the Contract;

(b) All documents under each Contract are free from all liens or encumbrances except those in favor of UCI;

(c) Each Contract is valid and enforceable according to its terms;

(d) The Equipment covered by the Contracts has been delivered to the Lessee named in the Contract;

(e) That the credit information furnished by buyer to Broker shall be truly and accurately transmitted by Broker to UCI;

(f) That any down-payment shown on the credit applications has been paid.

12. UCI acknowledges and agrees that, except as expressly provided for herein, this Agreement is made by Broker and accepted by UCI on a without-recourse basis.

13. This Agreement was negotiated, accepted and executed in Bucks County, Pennsylvania and the rights of the parties and its interpretation and construction shall be governed by the laws of Pennsylvania. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Court of Common Pleas of Bucks County or the U.S. District Court for the Eastern District of Pennsylvania and the parties consent to the personal and exclusive jurisdiction of these courts.

Broker represents that it is a legal entity that operates under the name of Ascentium Capital LLC, and it also does business from time-to-time as Ascentium Capital LLC.

Broker: Ascentium Capital LLC

UNIVEST CAPITAL, INC.

By: Bryan S. Wheeler

By: [Signature]

Print Name: Bryan S. Wheeler

Print Name: William J. Kane

Title: Senior Vice President
(Corporate Seal)

Title: General VP

Dated: August 27, 2013

Dated: 8.28.2013

[Signature]

Bryan S. Wheeler
Senior Vice President

3301 Street Road Suite 325 • Bensalem, PA 19020-8523 • Toll-Free: 866-604-8160 •
www.univestcapitalinc.com