

The Credit Junction Holdings, Inc., et al.
Annex A – Notice of Public Sale

NOTICE OF PUBLIC SALE

TO: Each of the addressees set forth on Schedule 1 attached hereto and made a part hereof

FROM: **MIDCAP FINANCIAL TRUST**, as first and second lien agent for itself and certain other first and second lien lenders (“Secured Party”)

PLEASE TAKE NOTICE that on September 10, 2019, at 11:00 a.m., New York City, New York time, at the offices of Holland & Knight LLP, 31 West 52nd Street, 12th Floor, New York, NY 10019, a public sale shall be conducted of the personal and fixture property, whether previously, now or hereafter, constituting the items described on Schedule 2 attached hereto (collectively, the “Collateral”) of **THE CREDIT JUNCTION HOLDINGS, INC.** (“Parent”), **TCJ II, LLC** (“Borrower”) and **TCJ I, LLC** (“TCJ I” and, together with Borrower and Parent, each individually, a “Debtor” and collectively, the “Debtors”).

This sale is being held to enforce the rights of the Secured Party.

The Collateral will be sold to the highest qualified bidder for cash, or the credit against outstanding indebtedness held by the Secured Party or for which the Secured Party is entitled by contract to bid. Please be advised that Secured Party, and any assignees of the Secured Party, reserve their right to credit bid, and may credit bid, at the public sale of the Collateral.

There will be no warranty made or provided relating to title, possession, quiet enjoyment or the like in connection with the disposition.

To be a qualified bidder, a prospective bidder must contact counsel for the Secured Party at the e-mail address set forth below on or before 5:00 p.m. (New York City time) on September 9, 2019, providing current contact information and such adequate assurances of bidder’s ability to perform as the Secured Party may reasonably request. The highest qualified bidder will be required to deposit the full amount of the bid price in escrow with Holland & Knight LLP by way of a bank wire that is received by Holland & Knight LLP, no later than September 10, 2019, at 5:00 p.m., New York City time. Interested parties who would like additional information should contact Brent R. McIlwain, counsel for the Secured Parties by e-mail at brent.mcilwain@hkllaw.com.

The Debtors shall be entitled to an accounting of the unpaid indebtedness secured by the Collateral that the Secured Party intends to sell for a charge of \$250.00. The Debtors may request such accounting by making a written request to the Secured Party.

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None of the Collateral has been registered for sale under any federal or state securities or blue sky laws, and as such may only be sold or otherwise transferred by Secured Party or a purchaser of any Collateral in accordance with applicable law.

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Annex A – Notice of Public Sale

Schedule 1 – Addressees for Notice of Public Sale

TCJ II, LLC
One Penn Plaza, Suite 6305
New York, NY 10119
Attention: Michael Finkelstein
michael@thecreditjunction.com

The Credit Junction Holdings, Inc.
One Penn Plaza, Suite 6305
New York, NY 10119
Attention: Michael Finkelstein
michael@thecreditjunction.com

TCJ I, LLC
One Penn Plaza, Suite 6305
New York, NY 10119
Attention: Michael Finkelstein
michael@thecreditjunction.com

Schedule 2 – Collateral Subject to Sale

The Collateral to be sold will include:

- (a) all of the Parent's Pledged Intellectual Property (as defined in the Parent Security Agreement);
- (b) all of each Debtor's Note Receivables (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (c) all of each Debtor's Note Receivable Documents (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (d) all of each Debtor's Note Receivable Collateral (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (e) all of each Debtor's Accounts (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (f) all of each Debtor's Books (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (g) all of each Debtor's cash and Cash Equivalents (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (h) all of each Debtor's Collections (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (i) all of each Debtor's Equipment (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));

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Annex A – Notice of Public Sale

- (j) all of each Debtor's Foreclosed Property (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (k) all of each Debtor's General Intangibles (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (l) all of each Debtor's Inventory (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (m) all of each Debtor's Investment Property (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (n) all of each Debtor's Negotiable Collateral (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (o) the Purchase and Sale Agreements (as defined in the Loan Agreement);
- (p) the Servicing Agreement (as defined in the Loan Agreement);
- (q) the Electronic Collateral Control Agreement (as defined in the Loan Agreement);
- (r) all books and records pertaining to any of the foregoing;
- (s) all Supporting Obligations (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent)) in respect of any of the foregoing;

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Annex A – Notice of Public Sale

- (t) all policies of insurance (including without limitation, casualty and hazard insurance and policies of title insurance), or rights as lender loss payee, loss payee or endorsee thereof, and escrow agreements, all Tax, insurance, security or other deposits, including rights in respect of letters of credit evidencing or securing any such deposit, and rights acquired by reason of condemnation or exercise of the power of eminent domain with respect to any personal property Collateral, Foreclosed Property (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent)) or Real Property (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent));
- (u) all money, cash or other assets of each of the Debtors that now or hereafter come into the possession, custody, or control of Agent, any Lender or any agent or bailee of any of the foregoing;
- (v) all of each Debtor's Deposit Accounts (as defined in the Loan Agreement (with respect to the Borrower), the Note Security Agreement (with respect to TCJ I), and the Parent Security Agreement (with respect to the Parent)), including, without limitation, the Designated Account and the Cash Management Account; and
- (w) the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any or all of the foregoing, and any and all Accounts, Books, Equipment, General Intangibles, Inventory, Investment Property, Negotiable Collateral, Real Property, money, Deposit Accounts, or other tangible or intangible property resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the proceeds thereof.

Capitalized terms not otherwise defined in this Schedule 2 shall have the meanings ascribed to them in the Loan Agreement. As used within this notice, the following terms shall have the meanings described to them below:

“Loan Agreement” shall mean that certain Loan and Security Agreement, dated as of March 9, 2018 (as amended or otherwise modified from time to time), by and among the Borrower, Parent, the lenders from time to time party thereto, and the Secured Party.

“Parent Security Agreement” shall mean that certain Amended and Restated Collateral Assignment and Security Agreement for Software and Other Personal Property, dated as of July 9, 2019, by and among Parent and Secured Party.

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Annex A – Notice of Public Sale

“Note Security Agreement” means that certain Security Agreement, dated October 9, 2018 (as amended or otherwise modified from time to time), by and among the Borrower, TCJ I, and Secured Party.

Copies of the Loan Agreement, Note Security Agreement, Parent Security Agreement, and other documents describing the Secured Party’s interest in the collateral may be obtained, free of charge, by contacting counsel for the Secured Party, Brent McIlwain at 214-964-9481 or brent.mcilwain@hklaw.com.