

Fill in this information to identify the case:

Debtor EPI Health, LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10938

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>CT Corporation</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone _____ Contact email <u>See summary page</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>6639</u> <u> </u> <u> </u>
7. How much is the claim?	\$ <u>13,371.05</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Services Performed</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/28/2023
MM / DD / YYYY

/s/Brian Bartholomew
Signature

Print the name of the person who is completing and signing this claim:

Name Brian Bartholomew
First name Middle name Last name

Title Senior Financial Planning Associate

Company Wolters Kluwer
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-2954 | International (310) 751-2614

Debtor: 23-10938 - EPI Health, LLC District: District of Delaware		
Creditor: CT Corporation PO Box 4349 Carol Stream, IL, 60197-4349 United States Phone: Phone 2: Fax: Email: brian.bartholomew@wolterskluwer.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
	Other Names Used with Debtor:	
Amends Claim: No Acquired Claim: No		
Basis of Claim: Services Performed	Last 4 Digits: Yes - 6639	Uniform Claim Identifier:
Total Amount of Claim: 13,371.05	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Brian Bartholomew on 28-Aug-2023 4:13:22 p.m. Eastern Time Title: Senior Financial Planning Associate Company: Wolters Kluwer		

Annual Invoice for Statutory Representation

Amy Borbet
EPI Health
134 COLUMBUS STREET
CHARLESTON SC 29403

By providing Entity Status to its customers at no additional cost, CT makes no guarantees, warranties, or representations regarding the accuracy or completeness of the information provided, or not provided. In addition, CT does not guarantee the Entity Status information will cover all entity types in all jurisdictions. The customer must access the actual records of the state in question for complete and accurate official information.

Payment of this invoice constitutes your acceptance of the included terms and conditions

QUESTIONS? GET IN TOUCH:
(See last page of this invoice for
address changes)

CT Corporation
Phone: (877) 467-3525
Email: SmallBusinessTeam@wolterskluwer.com

INVOICE NUMBER

5007471366-01

INVOICE DATE

01/01/23

PERIOD COVERED

02/01/23 to 01/31/24

AMOUNT DUE

\$12,977.05

[Pay online at CTCorporation.com/pay](https://www.ctcorporation.com/pay)

Payment Due Upon Receipt

(Federal Tax Id# 51-0006522)

Page 1 of 4

EPI Health LLC (SC)

(CT account number 9401808771)

Alabama-

Foreign Representation (Limited Liability Company)

Active

335.00

Alaska-

Foreign Registered Agent Plus Service (LLC)

Active/Good Standing

394.00

Arizona-

Foreign Representation (Limited Liability Company)

Active/Good Standing

335.00

Arkansas-

Foreign Registered Agent Plus Service (LLC)

Active/Good Standing

394.00

California-

Foreign Representation (Limited Liability Company)

Active

335.00

Connecticut-

Status terminology may differ from state to state as it relates to active, inactive, or non-compliance. Please contact your service team above should you have any questions regarding the status of your entity.

SERVICES COVERED BY THIS INVOICE:

State laws require a Registered Agent to receive lawsuits and other legal documents where your company does business. A member of your organization and/or your attorney appointed CT Corporation System to act as your Agent. The state may revoke your company's authority to transact business if you fail to maintain a Registered Agent or Office.

To pay by mail, detach and return this stub with your payment.
For proper credit, indicate your **complete invoice number, including the two characters following the invoice number**, on the check.
Wire Instructions: www.ctcorporation.com/pay

[Pay online at CTCorporation.com/pay](https://www.ctcorporation.com/pay)



Amy Borbet
EPI Health
134 COLUMBUS STREET
CHARLESTON SC 29403

SEND PAYMENTS TO:

CT Corporation
PO Box 4349
Carol Stream IL 60197-4349

INVOICE NUMBER

5007471366-01

INVOICE DATE

01/01/23

PERIOD COVERED

02/01/23 to 01/31/24

AMOUNT DUE

\$12,977.05

Payment Due Upon Receipt

Payment of this invoice constitutes your acceptance of the included terms and conditions

402 1 00009646639 25787684 9073 001297705 11327007 6579 0

Annual Invoice for Statutory Representation

Amy Borbet
EPI Health
134 COLUMBUS STREET
CHARLESTON SC 29403

		INVOICE NUMBER 5007471366-01	INVOICE DATE 01/01/23
		PERIOD COVERED 02/01/23 to 01/31/24	AMOUNT DUE \$12,977.05

Page 2 of 4

	CURRENT STATE STATUS	PRICE	AMOUNT DUE
EPI Health LLC (SC) (Continued...)			
(CT account number 9401808771)			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>District of Columbia-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Florida-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Idaho-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Iowa-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Kentucky-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Louisiana-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Maine-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Maryland-</i>			
Foreign Representation (Limited Liability Company)	Inactive/Forfeited	335.00	
<i>Michigan-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Minnesota-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Mississippi-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Montana-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Nevada-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>New Jersey-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>New Mexico-</i>			
Foreign Representation (Limited Liability Company)	Active	335.00	
Tax		27.44	
<i>New York-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>North Carolina-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Ohio-</i>			
Foreign Representation (Limited Liability Company)	Active	335.00	
<i>Oklahoma-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Oregon-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	

Annual Invoice for Statutory Representation

Amy Borbet
EPI Health
134 COLUMBUS STREET
CHARLESTON SC 29403

	INVOICE NUMBER 5007471366-01	INVOICE DATE 01/01/23
	PERIOD COVERED 02/01/23 to 01/31/24	AMOUNT DUE \$12,977.05

Page 3 of 4

	CURRENT STATE STATUS	PRICE	AMOUNT DUE
EPI Health LLC (SC) (Continued...)			
(CT account number 9401808771)			
<i>Pennsylvania-</i>			
Foreign Representation (Limited Liability Company)		335.00	
<i>South Dakota-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
Tax		25.61	
<i>Tennessee-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Texas-</i>			
Foreign Representation (Limited Liability Company)	Active/Existence	335.00	
<i>Utah-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>Vermont-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
<i>Washington-</i>			
Foreign Registered Agent Plus Service (LLC)		394.00	
<i>West Virginia-</i>			
Foreign Registered Agent Plus Service (LLC)	Active	394.00	
SUBTOTAL		12,977.05	12,977.05
INVOICE SUMMARY			
		Price	\$12,924.00
		Tax	\$53.05
		TOTAL AMOUNT DUE	\$12,977.05

Please contact your service team with any changes to your account. (Do not send with remittance)

CT CORPORATION SYSTEM – TERMS AND CONDITIONS

The provision of Services by C T Corporation System, a Delaware corporation ("CT"), and your use thereof, is subject to these terms and conditions (this "Agreement"). You ("Customer") acknowledge that you agree to comply with this Agreement and are authorized to agree on behalf of all Customer Users. Notwithstanding anything to the contrary herein, your use of, or payment for, the Services shall be deemed your acceptance of this Agreement. No modifications by you to these terms and conditions shall be effective unless agreed by CT in writing.

1. SERVICES AND FEES; PAYMENT TERMS; TAXES

1.1 Provision and Use of the Services; Fees. CT itself or through one or more of its affiliates, subcontractors or agents ("CT Parties") shall provide to Customer and its affiliates the services requested by Customer or a Customer User and described at ct.wolterskluwer.com/service-descriptions and any other services requested by Customer or a Customer User and provided by CT (collectively, the "Services"). The provision and use of the Services shall also be subject to the terms and conditions located at ct.wolterskluwer.com/services-terms-and-conditions. CT shall be responsible for the performance of any CT Parties. Customer shall perform its responsibilities and obligations set forth in this Agreement, be responsible for the compliance of its personnel, affiliates and permitted third party users ("Customer Users") herewith and cooperate with CT in connection with CT's provision of the Services. Customer shall use the Services only for the internal business purposes of Customer and its affiliates. Customer Users shall not include any competitors of CT, and Customer shall not permit any third party to use the Services or CT Products without the prior written consent of CT. Customer shall not (i) resell, offer or use the Services for the benefit of any third parties or (ii) use the Services in violation of any applicable law, rule, or regulation. Customer agrees to pay CT the applicable fees for the Services in accordance with CT's then current standard fee schedules for such Services (or as otherwise agreed by CT and Customer (the "Parties")). Customer shall also pay all additional fees advanced by CT on behalf of Customer, including taxes, statutory fees, and correspondent and courier charges. Customer agrees to pay CT all invoiced amounts within thirty (30) days of invoice, subject to a late fee of 1.75% per month plus costs of collection. Following such 30-day period, CT's obligation to provide the Services shall be suspended during any period of nonpayment by Customer. Customer shall pay all sales, use and similar taxes in connection with the Services.

1.2 Customer Information and Instructions. Performance of the Services requires the timely completion of Customer's responsibilities and obligations. Additional fees may apply for any modifications to standard documents or processes made by Customer or at Customer's request. Customer will be responsible for (i) the accuracy and completeness and the compliance, sufficiency and effectiveness under applicable law of all data, documents, templates or other information provided to CT by or on behalf of Customer, and (ii) any instructions given by Customer or any Customer User to CT.

2. TERM; TERMINATION. The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "Effective Date") and continue until terminated as set forth herein (the "Term"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. CT may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay CT for Services (1) provided under this Agreement through the date of termination and (2) that CT is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of CT's name as its Registered Agent in each applicable Secretary of State's office, (c) CT's obligations to provide the Services shall cease and (d) all rights granted to Customer by CT under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. CONFIDENTIALITY. "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

4. OWNERSHIP RIGHTS. All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("CT Products") shall remain the exclusive property of CT or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the CT Products in connection with the Services solely as set forth herein.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. CT, its data providers AND THE CT PARTIES SHALL HAVE NO liability for delays, errors or omissions in the information provided by governmental or third party information providers or FILING systems OR with respect to information or records that may contain personally identifiable information. NEITHER PARTY (NOR ANY CT PARTY) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF CT AND THE CT PARTIES UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO CT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CT BY CUSTOMER. CT AND THE CT PARTIES ARE not insurers with regard to the Services and shall have no liability for any loss of underlying collateral or loss (or decreased priority) of security interest.

6. COMMUNICATIONS. All communications to CT under this Agreement shall be delivered to: CT, 28 Liberty St, 42nd Fl, New York, NY 10005, Attn: GM, with copies to (i) the foregoing address, 43rd Fl, Attn: Associate GC, and (ii) the foregoing address, 26th Fl, Attn: EVP and General Counsel.

7. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of CT. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. CT is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.

Invoice

Amy Borbet
EPI Health
134 COLUMBUS STREET
CHARLESTON SC 29403

QUESTIONS? GET IN TOUCH:

Jason Paul
Phone : (855) 284-8307
Email: RepServicesTeam@wolterskluwer.com

[Pay online at CTCorporation.com/pay](https://www.ctcorporation.com/pay)
Payment Due Upon Receipt

(Federal Tax ID# 51-0006522)

INVOICE NUMBER 27367855-RI		INVOICE DATE 07/06/23
ORDER NUMBER 15020472 SO	ORDER DATE 07/06/23	CUSTOMER NUMBER 9646639
CUSTOMER REFERENCE - 1 Services Covered		CUSTOMER REFERENCE - 2 None Given
REQUESTED BY Amy Borbet		AMOUNT DUE \$394.00

Page 1 of 2

Payment of this invoice constitutes your acceptance of the included terms and conditions

EPI Health LLC (SC)

Services -
Foreign Registered Agent Plus (LLC) - Georgia
SUBTOTAL

SUMMARY

SERVICE CHARGES	DISBURSEMENTS	AMOUNT DUE
394.00		
394.00		394.00
Service Charges		394.00
TOTAL AMOUNT DUE		\$394.00

To pay by mail, detach and return this stub with your payment.
For proper credit, indicate your **complete invoice number, including the two characters following the invoice number**, on the check.
Wire Instructions: CTCorporation.com/pay

[Pay online at CTCorporation.com/pay](https://www.ctcorporation.com/pay)



Amy Borbet
EPI Health
134 COLUMBUS STREET
CHARLESTON SC 29403

SEND PAYMENTS TO:

CT Corporation
PO Box 4349
Carol Stream IL 60197-4349

INVOICE NUMBER 27367855-RI	INVOICE DATE 07/06/23
CUSTOMER NUMBER 9646639	AMOUNT DUE \$394.00

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402 1 00009646639 27367855 8273 000039400 15020472 8379 5

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2. TERM; TERMINATION. The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "Effective Date") and continue until terminated as set forth herein (the "Term"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. CT may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay CT for Services (1) provided under this Agreement through the date of termination and (2) that CT is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of CT's name as its Registered Agent in each applicable Secretary of State's office, (c) CT's obligations to provide the Services shall cease and (d) all rights granted to Customer by CT under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. CONFIDENTIALITY. "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

4. OWNERSHIP RIGHTS. All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("CT Products") shall remain the exclusive property of CT or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the CT Products in connection with the Services solely as set forth herein.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. CT, ITS DATA PROVIDERS AND THE CT PARTIES SHALL HAVE NO LIABILITY FOR DELAYS, ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED BY GOVERNMENTAL OR THIRD PARTY INFORMATION PROVIDERS OR FILING SYSTEMS OR WITH RESPECT TO INFORMATION OR RECORDS THAT MAY CONTAIN PERSONALLY IDENTIFIABLE INFORMATION. NEITHER PARTY (NOR ANY CT PARTY) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF CT AND THE CT PARTIES UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO CT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CT BY CUSTOMER. CT AND THE CT PARTIES ARE NOT INSURERS WITH REGARD TO THE SERVICES AND SHALL HAVE NO LIABILITY FOR ANY LOSS OF UNDERLYING COLLATERAL OR LOSS (OR DECREASED PRIORITY) OF SECURITY INTEREST.

6. COMMUNICATIONS. All communications to CT under this Agreement shall be delivered to: CT, 28 Liberty St, 42nd Fl, New York, NY 10005, Attn: GM, with copies to (i) the foregoing address, 43rd Fl, Attn: Associate GC, and (ii) the foregoing address, 26th Fl, Attn: EVP and General Counsel.

7. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of CT. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. CT is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.