



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE:)
)
SECURE TRANSFUSION)
SOLUTIONS, INC.,)
a Delaware corporation,)
)
Assignor,) C.A. No. 2023-0463-PAF
)
To:)
)
STS (ABC), LLC,)
a Delaware limited liability company,)
)
Assignee.)
_____)

AFFIDAVIT OF INVENTORY
PURSUANT TO 10 DEL. C. § 7381 (the "Affidavit")

I, Paul C. Neitzel, declare and state:

1. I am an authorized representative of STS (ABC), LLC ("Assignee"), the assignee for the benefit of creditors of Secure Transfusion Solutions, Inc., formerly known as Secure Transfusion Services, Inc. ("Assignor" or "Secure Transfusion").

2. If called upon, I can and will competently testify to the facts stated herein from my own personal knowledge, or from a review of the files and records of Assignee. I am the Custodian of Records of the Assignee, and I am responsible

for overseeing the maintenance of the records to ensure their authenticity by persons whose business duty it is to maintain the records accurately and correctly. As to those matters in this Affidavit stated on information and belief, I believe them to be true.

3. I have extensive experience in insolvency matters, and I am the Secretary of Rock Creek Advisors LLC (“Rock Creek”), a financial advisory firm, which, along with its subsidiaries, specializes in serving as assignees in assignments for the benefit of creditors.

4. Assignee is a Delaware limited liability company, newly formed on March 27, 2023, and the wholly-owned subsidiary of Rock Creek, created for the purpose of administering the Secure Transfusion assignment estate (the “Assignment Estate”) for the benefit of Assignor’s creditors. On March 28, 2023, the Assignee obtained its Employer Identification Number (92-3193169) and subsequently opened an Assignment Estate bank account at T.D. Bank.

**Events Leading Up to
Assignment for the Benefit of Creditors/Background**

5. Assignor is indebted to creditors and unable to operate as a going-concern entity. A true and correct copy of the Assignor’s balance sheet as of the date of the ABC Proceeding is attached to this Affidavit as Exhibit A (the “Balance Sheet”). As a result, Assignor is desirous of providing for payment of its debts so far as is possible through the process afforded under 10 Del. C. §§ 7381-7387 and

has solicited the assistance of the Assignee to administer the Secure Transfusion Assignment Estate.

6. On April 25, 2023, Assignor assigned all of its right, title, and interest in its assets pursuant to that certain General Assignment executed by the Assignor and the Assignee (the “General Assignment”).

7. On April 26, 2023, Assignee filed a Verified Petition for Assignment for the Benefit of Creditors which established this assignment for the benefit of creditor proceeding (the “ABC Proceeding”).

8. Headquartered in Austin, Texas and founded in 2018 as Secure Transfusion Services, Inc., Secure Transfusion is a private life sciences company that pioneers innovative solutions to overcome the nation’s growing blood and platelet shortage. In addition to its Austin headquarters, Secure Transfusion opened its first site in Edina, Minnesota in 2021, a second site in Raleigh, North Carolina in 2022, and a third site in Beaverton, Oregon in 2022.

9. Secure Transfusion aims to increase the quality, safety, and availability of transfusable blood components, especially apheresis platelets, for hospitals throughout the country. Secure Transfusion’s customers include some of the most well-respected and innovative medical institutions in the nation, and with Secured Transfusion’s assistance, they were able to strengthen their supply chain and better prepared to meet their patients’ transfusion needs.

10. Secure Transfusion operated in a highly regulated space that is supervised by the Center for Biologics Evaluation and Research, a division of the Food and Drug Administration.

11. Initially, Secure Transfusion made excellent progress in developing its customer pipeline, generating revenue and building its organization. Secure Transfusion was able to grow its customer base by working with several well-known academic centers. In its first few years, Secure Transfusion successfully built its staff up to 140 people and succeeded in increasing its revenue from \$1.1 million in 2021 to \$5 million in 2022.

12. From a fundraising perspective, Secure Transfusion had initial success raising \$42 million. Despite substantial efforts in 2021, Secure Transfusion's initial Series C fundraising prospects were unsuccessful with potential investors citing a lack of progress as the reason for not agreeing to invest. In its last capital raise, the company launched an insider-led \$20 million Series B extension raise that was to coincide with a re-launched Series C offering in the third quarter of 2021.

13. On March 16, 2022, Secure Transfusion successfully consummated a Venture Loan and Security Agreement (as amended, restated or otherwise modified, the "Loan Agreement") with Horizon Technology Finance Corporation ("Horizon") in the principal amount of \$15 million. In connection with Horizon's agreement to

provide funding under the Loan Agreement, Secure Transfusion granted Horizon a first-priority security interest in all of Secure Transfusion's assets.

14. Recognizing that Secure Transfusion still required additional funding, the company re-launched its Series C fund raise in August 2022. The company initially approached 264 potential lead investors. A total of 83 parties engaged in further discussions, and a total of 12 investors entered the company's data room to conduct subsequent diligence. Unfortunately, no potential investor elected to participate in the Series C offering. Given this development, the company attempted to obtain new commitments from existing investors; however, this process failed. Consequently, Secure Transfusion's Board of Directors (the "Board") elected to cease operations and terminate all staff on January 6, 2023.

15. Secure Transfusion determined that, in consultation with its seasoned professionals and consideration of numerous alternatives, the filing of an assignment for the benefit of creditors was the most appropriate mechanism for acting in the best interests of its creditors and shareholders and maximizing the value of the Assignment Estate's assets.

16. In addition to the pre-assignment for the benefit of creditors' funding that Horizon made available to the Assignor, Horizon and Powerscourt Investments XXV, LP ("Powerscourt") agreed to make available to the Assignment Estate funding in the amount of \$530,000.00 so that the Assignee possessed the appropriate

funds to properly administer the estate. As consideration for making such loan, the Assignee granted Horizon a first-priority lien on the Assignment Estate's assets. Pursuant to a certain Loan and Security Agreement dated as of April 25, 2023 (the "ABC Loan Agreement"), which the Assignee executed in favor of Horizon, the financing that Horizon and Powerscourt are making available to the Assignee to administer the Assignment Estate shall be granted senior priority.¹ Horizon and Powerscourt have no affiliation with the Assignor other than serving as secured creditors to the Assignment Estate. A true and correct copy of the ABC Loan Agreement is attached to this Affidavit as Exhibit B.

17. Upon information and belief, the Assignee attaches as Exhibit C to this Affidavit a true and correct list of the Assignor's known secured and unsecured creditors and the amounts owed to such creditors (the "Creditor List"). To that end, the Assignee has created this Creditor List based on discussions with the Assignor, Horizon and Powerscourt and lien searches conducted in Delaware and Texas.

18. Upon information and belief, no creditor listed on the Creditor List is a director or officer of the Assignor and has no affiliation with any director, officer,

¹ Pursuant to the Court's Order Governing the Assignment for the Benefit of Creditors, the Assignee is explaining the reasons for why it entered into the Loan and Security Agreement with Horizon and Powerscourt on April 25, 2023, the date of the General Assignment.

employee or shareholder of the Assignor. As reflected in Exhibit C to this Affidavit, employees who are creditors of the Assignment Estate are specifically denoted.

19. In reviewing the Assignor's Balance Sheet and Creditor List, the Assignee engaged in various discussions with representatives of the Assignor and reviewed the Assignor's books and records in arriving at the conclusions set forth herein.

20. The Assignee anticipates implementing sale processes in connection with the liquidation of the estate for the purpose of distributing estate proceeds to creditors of the estate who possess properly allowed claims. These sales will be conducted in a piecemeal manner, and the Assignment Estate assets will not be sold as part of a single transaction.

21. The Assignee will exercise its fiduciary duties to fully administer the Assignment Estate and will endeavor to keep the Court apprised of the Assignee's progress throughout the pendency of this case.

22. To the best of my knowledge, Assignee possesses good and marketable title to all of Assignor's inventory, a true and correct list of which is attached to this Affidavit as Exhibit D.

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

Executed this 25 day of May 2023.

By: 

Paul C. Neitzel
STS (ABC), LLC
c/o Rock Creek Advisors LLC
1738 Belmar Blvd.
Belmar, New Jersey 07719

VERIFICATION

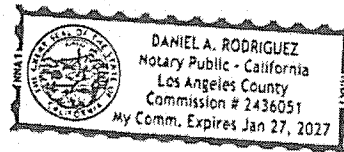
STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

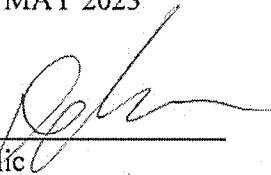
On May 25, 2023, before me, Paul C. Neitzel, an authorized representative of STS (ABC), LLC, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

SUBSCRIBED AND SWORN TO BEFORE

ME THIS 25 DAY OF MAY 2023



Daniel Rodriguez 
Notary Public

My Commission Expires: 1/27/27



EXHIBIT A

Assignor Balance Sheet

Secure Transfusion Solutions, Inc.

Balance Sheet

| | <u>25-Apr-23</u> |
|--|------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| Total Bank Accounts | \$ 23,052.04 |
| Accounts Receivable | |
| 1100-10 Accounts Receivable | 126,000.00 |
| 1100-30 Other Receivables | 0.00 |
| Total Accounts Receivable | \$ 126,000.00 |
| Other Current Assets | |
| 1200-00 Inventory | 0.00 |
| 1200-10 Medical Supplies Inventory | 50,188.10 |
| Total 1200-00 Inventory | \$ 50,188.10 |
| 1300-00 Prepaid Expenses | 0.00 |
| 1300-10 Prepaid Software | 855,425.34 |
| 1300-20 Prepaid Insurance | 10,663.40 |
| 1300-30 Prepaid Rent | 183,396.22 |
| 1300-40 Prepaid Other | 265,915.16 |
| Total 1300-00 Prepaid Expenses | \$ 1,315,400.12 |
| 1400-00 Accrued Revenue | 0.00 |
| 1450-00 Short Term Deposits | 35,914.70 |
| 1500-00 Right-of-Use Asset | 3,990,626.42 |
| 1525-00 Right of Use Asset - Fin Lease | 949,619.78 |
| 1550-00 Tenant Improvement - Receivable | 0.00 |
| 1600-00 Consulting Deposit | 0.00 |
| Inventory Asset | 0.00 |
| Other Receivable | 0.00 |
| Total Other Current Assets | \$ 6,341,749.12 |
| Total Current Assets | \$ 6,490,801.16 |
| Fixed Assets | |
| 1610-00 Furniture & Fixtures | 0.00 |
| 1610-10 Furniture and Fixtures - Cost | 601,379.93 |
| 1610-20 Furniture & Fixtures - Accum Depr | -124,322.23 |
| Total 1610-00 Furniture & Fixtures | \$ 477,057.70 |
| 1620-00 Construction in Progress | 0.00 |
| 1620-10 Construction in Progress - Cost | 198,719.50 |
| Total 1620-00 Construction in Progress | \$ 198,719.50 |
| 1630-00 Machinery & Equipment | 0.00 |
| 1630-10 Machinery and Equipment - Cost | 1,231,296.11 |
| 1630-20 Machinery and Equipment - Accum Depr | -318,812.93 |
| Total 1630-00 Machinery & Equipment | \$ 912,483.18 |
| 1640-00 Leasehold Improvements | 0.00 |
| 1640-10 Leasehold Improvements - Cost | 3,902,985.48 |

Secure Transfusion Solutions, Inc.

Balance Sheet

| | |
|--|-------------------------|
| | 25-Apr-23 |
| 1640-20 Leasehold Improvements - Accum Depr | -562,517.26 |
| Total 1640-00 Leasehold Improvements | \$ 3,340,468.22 |
| 1645-00 Building Improvements | 0.00 |
| 1645-10 Building Improvements - Cost | 0.00 |
| 1645-20 Building Improvements - Accum Depr | 0.00 |
| Total 1645-00 Building Improvements | \$ 0.00 |
| 1650-00 Computer Equipment | 0.00 |
| 1650-10 Computer Equipment - Cost | 325,365.84 |
| 1650-20 Computer Equipment - Accum Depr | -208,426.05 |
| Total 1650-00 Computer Equipment | \$ 116,939.79 |
| 1660-00 Vehicles | 0.00 |
| 1660-10 Vehicles - Cost | 56,081.82 |
| 1660-20 Vehicles - Accum Depr | -14,251.16 |
| Total 1660-00 Vehicles | \$ 41,830.66 |
| 1700-00 Intangible Assets | 0.00 |
| 1700-10 Organization Costs | 0.00 |
| Total 1700-00 Intangible Assets | \$ 0.00 |
| Total Fixed Assets | \$ 5,087,499.05 |
| Other Assets | |
| 1800-00 Other Assets | 58,784.73 |
| 1820 Security Deposit | 0.00 |
| Total 1800-00 Other Assets | \$ 58,784.73 |
| 1900-00 Capitalized Cloud Computing | 0.00 |
| 1900-10 Capitalized Cloud Computing - Cost | 720,510.15 |
| 1900-20 Capitalized Cloud Computing - Accum Depr | -29,592.97 |
| Total 1900-00 Capitalized Cloud Computing | \$ 690,917.18 |
| Total Other Assets | \$ 749,701.91 |
| TOTAL ASSETS | \$ 12,328,002.12 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000-00 Accounts Payable | 2,759,909.33 |
| Total Accounts Payable | \$ 2,759,909.33 |
| Credit Cards | |
| Total Credit Cards | \$ 45,222.54 |
| Other Current Liabilities | |
| 2200-00 Lease Liability – Current | 429,477.00 |
| 2225-00 Lease Liab Current - Fin Lease | 209,470.16 |
| 2300-00 Payroll Clearing | -1,266,156.06 |
| 2350-00 FSA Payable | 1,458.31 |
| 2400-00 Accrued Expenses | 0.00 |

Secure Transfusion Solutions, Inc.

Balance Sheet

| | <u>25-Apr-23</u> |
|--|-------------------------|
| 2410-00 Accrued Employee PTO | 0.00 |
| 2415-00 Accrued Bonuses/Commissions | 0.00 |
| 2500-00 Due to Vendor | 81,557.53 |
| Total Other Current Liabilities | <u>-\$ 544,193.06</u> |
| Total Current Liabilities | <u>\$ 2,260,938.81</u> |
| Long-Term Liabilities | |
| 2600-00 Deferred Rent | 0.00 |
| 2700-00 Loans Payable | 14,665,362.43 |
| 2800-00 Lease Liability – Noncurrent | 4,532,185.35 |
| 2825-00 Lease Liab Non-Current Fin Lease | 752,868.23 |
| 2900-00 Forward Contract Liability | 354,200.00 |
| 2910-10 Series A Warrant Liability | 37,928.79 |
| 2910-20 Series B-1 Warrant Liability | 112,618.50 |
| 2910-30 Series B-2 Warrant Liability | 23,015.00 |
| 2950-00 Convertible Debt | 6,000,000.00 |
| Total Long-Term Liabilities | <u>\$ 26,478,178.30</u> |
| Total Liabilities | <u>\$ 28,739,117.11</u> |
| Equity | |
| 3100-00 Common Stock | 0.00 |
| 3100-10 Common Stock - Par Value | 77.34 |
| 3100-20 Common Stock - APIC | 51,870.42 |
| Total 3100-00 Common Stock | <u>\$ 51,947.76</u> |
| 3200-00 Preferred Stock | 0.00 |
| 3200-10 Preferred Stock - Series A | 0.00 |
| 3200-11 Preferred Stock - Series A - Par Value | 28.10 |
| 3200-12 Preferred Stock - Series A - APIC | 6,924,958.50 |
| 3200-13 Preferred Stock - Series A - Financing Cost | -60,044.50 |
| Total 3200-10 Preferred Stock - Series A | <u>\$ 6,864,942.10</u> |
| 3200-20 Preferred Stock - Series B | 0.00 |
| 3200-21 Preferred Stock - Series B - Par Value | 34.45 |
| 3200-22 Preferred Stock - Series B - APIC | 10,969,046.18 |
| 3200-23 Preferred Stock - Series B - Financing Cost | -339,854.62 |
| Total 3200-20 Preferred Stock - Series B | <u>\$ 10,629,226.01</u> |
| 3200-30 Preferred Stock - Series B-1 | 0.00 |
| 3200-31 Preferred Stock - Series B-1 Extension - Par Value | 58.03 |
| 3200-32 Preferred Stock - Series B-1 Extension - APIC | 21,122,500.75 |
| 3200-33 Preferred Stock - Series B-1 Ext Financing Cost | -927,367.10 |
| Total 3200-30 Preferred Stock - Series B-1 | <u>\$ 20,195,191.68</u> |
| 3200-40 Preferred Stock - Series B-2 | 0.00 |
| 3200-41 Preferred Stock - Series B-2 - Par Value | 2.20 |
| 3200-42 Preferred Stock - Series B-2 - APIC | 793,336.21 |
| 3200-43 Preferred Stock - Series B-2 - Financing Cost | -44,928.00 |

Secure Transfusion Solutions, Inc.

Balance Sheet

| | 25-Apr-23 |
|--|--------------------------|
| Total 3200-40 Preferred Stock - Series B-2 | <u>\$ 748,410.41</u> |
| Total 3200-00 Preferred Stock | <u>\$ 38,437,770.20</u> |
| 3900-00 Retained Earnings | -22,039,798.05 |
| Opening Balance Equity | 0.00 |
| Net Income | -32,861,034.90 |
| Total Equity | <u>-\$ 16,411,114.99</u> |
| TOTAL LIABILITIES AND EQUITY | <u>\$ 12,328,002.12</u> |



EXHIBIT B

ABC Loan and Security Agreement

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this “Agreement”), dated as of April 25, 2023, is made by and between STS (ABC), LLC, a Delaware limited liability company, as borrower (the “Borrower”) in its sole and limited capacity as assignee for the benefit of creditors of Secure Transfusion Solutions, Inc. (the “Assignor”), a Delaware limited liability company, HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation (“Horizon”) and POWERSCOURT INVESTMENTS XXV, LP (“Powerscourt” and collectively with Horizon, “Lenders,” and each individually, a “Lender”).

A. The Borrower and the Assignor are party to that certain General Assignment, dated as of April 25, 2023, pursuant to which, immediately subsequent to the execution of this Agreement, the Assignor assigned to the Borrower, for the benefit of the creditors of the Assignor, all of the assets of the Assignor (such assets, the “Assets” and such assignment, the “Assignment”).

B. In order to effect an orderly liquidation of the Assets and the subsequent wind-down of the Assignor, the Lenders and the Borrower have proposed that the Lenders make one or more loans (each, a “Loan”, and all such Loans collectively, the “Loans”) to the Borrower (in its sole and limited capacity as assignee of the Assets), upon the terms and conditions set forth herein.

C. Each Loan shall be secured by the Collateral (as defined herein) on the terms and conditions set forth herein.

Accordingly, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Loans.

a) Loan Amount. Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties herein set forth as and when made or deemed to be made, Lenders agree to make one or more advances (each, an “Advance” and collectively, the “Advances”) to Borrower up to an aggregate principal sum of FIVE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS (\$530,000.00) (the “Loan Amount”). Each Lender agrees to make its pro rata portion of each Advance on the dates, in the amounts, and to the account as set forth on Schedule 1 attached hereto; provided, that, the aggregate principal amount of the Advances shall not exceed the Loan Amount. The Advances shall be available for Borrower to use for fees and expenses related to the Assignment and the transactions contemplated thereby incurred in accordance with the ABC Budget (defined below). For the sake of clarity, Advances shall reduce the Commitment Amount and Loans which are repaid may not be reborrowed.

Whenever the Borrower desires the Lenders to make an advance of the Loan hereunder, the Borrower shall execute and deliver a funding certificate (which shall set forth the use of the proceeds of such advance) to each Lender in the form attached as Exhibit A hereto or otherwise in form and substance acceptable to each Lender in its sole discretion on or before two (2) business days of the requested funding date. The obligation of Borrower to repay the unpaid principal amount of and interest on each Loan shall be evidenced by a promissory note (each such

promissory note, a "Note") issued to the relevant Lender. Each Note shall be substantially in the form attached as Exhibit B hereto.

b) Repayment of Loan. The unpaid principal balance of the Loans made to or on behalf of Borrower hereunder shall be payable in full, in cash on the earliest of (i) the date occurring three (3) business days after Borrower receives cash proceeds as a result of the liquidation by the Borrower of all or substantially all of the Assets, (ii) ten (10) business days after written demand from the Lenders, and (iii) the occurrence of an Event of Default (the "Maturity Date").

c) Mandatory Payments. On any date(s) on which the Borrower receives cash proceeds from any sale, lease, license, transfer, assignment, or other disposition of any of the Assets (such date, a "Payment Date"), the Borrower shall apply such proceeds in accordance with Section 8(c) herein until the payment in full in cash of all obligations of Borrower under this Agreement.

d) Release. The "Release Date" shall mean the earlier of (i) the effective date of any foreclosure by each Lender of its liens and security interests in all of the Collateral or (ii) April 25, 2024, if the Borrower (in its capacity as assignee of the Assets) has not liquidated all or substantially all of the Assets by such date, despite commercially reasonable good faith efforts on the part of the Borrower to do so. Each of the Lenders and the Borrower hereby expressly agree that, notwithstanding anything to the contrary set forth herein (including the foregoing subsection (a)), upon the Release Date and if no Event of Default exists on such date, each of the Lenders and the Borrower, on the Release Date, shall be deemed to have released (the "Releases") the other from any and all claims, obligations, causes of action and liabilities, demands for monetary relief (including costs, expenses, attorneys' fees, damages, losses and liabilities of every kind), whether known or unknown, whether suspected or unsuspected, and whether asserted or unasserted, concerning, pertaining to or arising under this Agreement, except with respect to each Lender's secured loans on a non-recourse basis and security interests in the Collateral; *provided, however*, that (i) the security interests granted hereunder and by the Assignor shall remain in effect and the Loans shall be non-recourse to the Borrower, and (ii) the Releases shall be conditioned upon the Borrower's continuous commercially reasonable good faith efforts to liquidate the Assets from the date first written above through the Release Date. In furtherance of releases contemplated hereby, each Lender and the Borrower, with respect to the specific matters released herein, knowingly, voluntarily, intentionally and expressly waives, as against the other, any and all rights and benefits conferred by any law of any state or territory of the United States or principle of common law that may provide in substance as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

e) In connection with such waiver and relinquishment, each Lender and the Borrower acknowledge that it is aware that it may hereafter discover facts in addition to or different from those which it knows or believes to be true and with respect to the subject matter of the

Releases contemplated hereby, but that it is its intention hereby, upon the occurrence of the Release Date and if no Event of Default exists on such date, to fully, finally and forever settle and release all matters, disputes, and differences, whether known or unknown, suspected or unsuspected, that are described herein.

f) Non-Recourse. Notwithstanding anything to the contrary herein, each Lender acknowledges and agrees that, for repayment of the Loan (including interest thereon) and any other obligations under this Agreement, such Lender shall have recourse only to the Collateral and proceeds thereof and shall have no recourse to the Borrower.

2. Interest Rate; Payment of Interest. The Borrower promises to pay to the Lenders, on the Maturity Date, all unpaid interest on the outstanding principal amount of this Agreement from the date hereof until the Maturity Date, in arrears, at a rate per annum equal at all times to the Loan Rate compounded annually. All computations of interest hereunder shall be made on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. "Loan Rate" shall mean the per annum rate of interest equal to 7.00%.

3. Highest Lawful Rate. Anything herein to the contrary notwithstanding, if during any period for which interest is computed hereunder, the amount of interest computed on the basis provided for in this Agreement, together with all fees, charges and other payments which are treated as interest under applicable law, as provided for herein or in any other document executed in connection herewith, would exceed the amount of such interest computed on the basis of the Highest Lawful Rate, the Borrower shall not be obligated to pay, and the Lenders shall not be entitled to charge, collect, receive, reserve or take, interest in excess of the Highest Lawful Rate, and during any such period the interest payable hereunder shall be computed on the basis of the Highest Lawful Rate. As used herein, "Highest Lawful Rate" means the maximum non-usurious rate of interest, as in effect from time to time, which may be charged, contracted for, reserved, received or collected by each Lender in connection with this Agreement under applicable law.

4. Optional Prepayment. The Borrower may prepay the outstanding amount hereof in whole or in part at any time, without premium or penalty, *provided that*, together with any such prepayment, the Borrower shall pay any and all accrued interest on the amount prepaid.

5. Borrower's Representations, Warranties and Covenants.

a) The Borrower hereby represents and warrants to each Lender that the Borrower is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.

b) The Borrower hereby represents and warrants to each Lender that, as of the date hereof, (i) it has all requisite power and authority to enter into and deliver this Agreement and each Note evidencing a Loan, and to perform its obligations thereunder; (ii) the execution, delivery and performance by the Borrower of this Agreement, and each Note, and the consummation of all of the transactions contemplated thereby, have been duly and validly authorized by the Borrower; (iii) the execution, delivery, and performance by the Borrower of this Agreement and each Note does not and will not contravene its organizational documents, any contractual or judicial

restriction binding on or affecting the Borrower, or any law, statute, rule or regulation, or order, judgment, injunction or decree of any court, administrative agency or government body applicable to the Borrower; (iv) no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by the Borrower of the transactions contemplated by this Agreement; and (v) this Agreement is the legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms.

c) The Borrower hereby covenants to use commercially reasonable efforts in good faith to liquidate the Assets prior to the Release Date in arms-length transactions for commercially reasonable consideration.

6. Grant of Security Interest.

a) As security for the payment and performance of the duties and obligations of the Borrower hereunder, the Borrower (in its capacity as assignee of the Assets) hereby pledges and grants to each Lender a continuing security interest in all of Borrower's right, title, and interest in and to the Collateral (as such term is defined below), to secure the prompt payment and performance of all of the Borrower's present and future debts, obligations, and liabilities of whatever nature to each Lender, including, without limitation, all obligations of the Borrower arising from or relating to this Agreement and any Loan made hereunder. The Borrower hereby agrees to execute and deliver such further documentation and take such further action as the Lenders may request in order to enforce and protect the aforesaid security interest. The Borrower hereby authorizes the Lenders to file one or more financing statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral without the signature of the Borrower where permitted by law.

"Collateral" means all of the Borrower's properties and assets of any nature, whether presently existing or hereafter existing or acquired, wherever located, including, without limitation, all of the Borrower's right, title and interest in and to the following property (whether now existing or hereafter arising or acquired, wherever located):

i. all present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, royalties, license rights, license fees, rights to payment, instruments, documents, chattel paper, security agreements, guaranties, letters of credit, undertakings, surety bonds, insurance policies, notes and drafts, and all forms of obligations owing to the Borrower or in which the Borrower may have any interest, however created or arising and whether or not earned by performance;

ii. all inventory, goods, and equipment now owned or hereafter acquired, including, without limitation, all computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

iii. all other contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, trademark applications,

service marks, brand names, logos, slogans, trade styles, trade dress, trade names, domain names, trade secrets, patents, patent applications, leases, license agreements, purchase orders, customer lists, route lists, infringements, claims, computer programs, software, source code, website code, object code, algorithms, flow-charts, user manuals, computer discs, computer tapes, literature, reports, catalogs, design rights, design documents, methods, processes, intellectual property, intellectual property rights, income tax refunds, payments of insurance and rights to payment of any kind;

iv. all deposit accounts, securities, securities entitlements, securities accounts, investment property, letters of credit and certificates of deposit now owned or hereafter acquired and the Borrower's books relating to the foregoing;

v. all copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing;

vi. all the Borrower's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, *provided, however*, that only in the event the Borrower or an advisory firm retained to manage the estate of the Assignor experiences an Insolvency Event (defined below) shall the Lenders be entitled to foreclose on and seize any of the foregoing books and records, which foreclosure and seizure shall be for the sole purpose of protecting each Lender's right to receive repayment of the Loan Amount pursuant to the terms of this Agreement and the Lenders may only retain possession thereof until such time as a successor assignee for the benefit of the creditors of the Assignor shall have been appointed, at which time such books and records shall be delivered to the possession of such successor assignee; and

vii. any and all amounts received by the Borrower in connection with any litigation relating to any of the foregoing, *provided, that* if each Lender has consented to such litigation, the Borrower shall first receive payment in full for all costs and expenses incurred by the Borrower in its capacity as assignee in connection with the conduct of such litigation (which costs and expenses shall include, without limitation, the reasonable attorneys' fees and disbursement costs of counsel to the Borrower in its capacity as assignee in connection with the conduct of the litigation).

The Borrower hereby agrees that it will not change its state of organization or locations at which the Collateral is located without giving each Lender at least thirty (30) days prior written notice thereof. In addition, the Borrower hereby agrees that it will not (i) change its name, federal employer identification number, corporate structure or identity, or (ii) create or operate under any new fictitious name without giving each Lender at least thirty (30) days prior written notice thereof.

b) Certain Other Matters. The Borrower (in its sole capacity as assignee of the Assets) hereby authorizes each Lender to file (with or without the Borrower's signature), at any time and from time to time thereafter, all financing statements, continuation financing statements, termination statements and other documents and instruments, in form reasonably satisfactory to such Lender, and to take all other action, as such Lender may reasonably request, to perfect and continue perfected, maintain the priority of, or provide notice of, such Lender's security interest in the Collateral and to accomplish the purposes of this Agreement, which financing statements may describe the Collateral as "all assets" or "all personal property" of the Borrower or words of similar import. Without limiting the generality of the foregoing, the Borrower hereby ratifies and authorizes the filing by each Lender of any financing statements filed prior to the date hereof. This Agreement is a security agreement for purposes of the Uniform Commercial Code and other applicable law.

c) Subordination of Liens to Administrative Expenses Under the ABC Budget. As set forth in Section 8 of this Agreement, each Lender hereby subordinates the liens and security interests in the Collateral granted hereunder to the Lenders to the reasonable fees to Assignee (such fees of Assignee to be in accordance with a certain Compensation and Expense Reimbursement Agreement of even date herewith between Assignor and Borrower) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including Thompson Hine LLP), accountants retained by Assignee, accountants involved in preparation of tax returns for Assignor, certain professionals retained by the Lenders in connection with the negotiation and preparation of the Agreement, and any other professionals and/or employees retained by Assignee for assistance in the administration of the Assignor's assignment estate pursuant to the budget attached as Exhibit C hereto (the "ABC Budget") for the orderly liquidation of the Assets and the subsequent wind-down of the ABC up to but not to exceed the amount of the agreed advance set forth in Schedule 1.

d) Subordination of Pre-Assignment Liens. The parties hereto acknowledge that Assignor previously granted a lien on and security interest in all of its Assets to the Lenders pursuant to that certain Venture Loan and Security Agreement dated March 16, 2022 in the principal amount of FIFTEEN MILLION DOLLARS AND NO CENTS (\$15,000,000.00), and such liens and security interests (the "Pre-Assignment Liens") have been duly perfected by Horizon, as collateral agent, as of the date hereof. By executing this Agreement, Horizon, as collateral agent, hereby subordinates all such Pre-Assignment Liens to the liens and security interests in the Collateral granted hereunder to the Lenders.

7. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

a) the breach by the Borrower of any other condition or obligation under this Agreement or any of the Borrower's representations and warranties contained in this Agreement;

b) the filing of a petition by or against the Borrower or Assignor under any provision of the Bankruptcy Code, Title 11 of the United States Code, as amended or re-codified from time to time, or under any similar law relating to bankruptcy, insolvency or other relief for debtors; or the appointment of a receiver, trustee, custodian or liquidator of or for all or any part of the assets or property of the Borrower or Assignor; or the making of a general assignment for

the benefit of creditors by the Borrower; or the insolvency of the Borrower (collectively, an "Insolvency Event");

c) the security interest in the Collateral granted hereby shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect, or the Borrower or any other person shall contest in any manner the validity or enforceability thereof, or the Borrower or any other person shall deny that it has any further liability or obligation hereunder, or any Lender shall cease to have a valid and perfected lien in any of the Collateral purported to be covered hereby; or

d) a foreclosure on the Collateral by each Lender in connection with the such Lender's exercise of rights and remedies with respect to the secured loans by each Lender to the Assignor.

8. Remedies Upon an Event of Default; Application of Proceeds.

a) Acceleration. Upon the occurrence of any Event of Default, each Lender, at its option, may by notice to the Borrower, declare the unpaid principal amount of each Loan made to Borrower hereunder, all interest accrued and unpaid hereon and all other amounts payable hereunder to be immediately due and payable, whereupon the unpaid principal amount of each Loan made pursuant to this Agreement, all such interest and all such other amounts shall become immediately due and payable, without presentment, demand, protest or further notice of any kind; *provided, however*, that upon the occurrence of an Event of Default described in Section 7(b) above, all obligations of the Borrower to each Lender under this Agreement shall be automatically due and payable without any action or notice by any Lender.

b) Exercise of Remedies. Upon the occurrence of an Event of Default, each Lender shall have the rights, options, duties and remedies of a secured party as permitted by law, including, without, limitation, to sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including the Borrower's premises) as such Lender determines is commercially reasonable; and/or to credit bid and purchase all or any portion of the Collateral at any public sale.

c) Application of Proceeds. Notwithstanding anything to the contrary contained herein or in any separate agreement, document, or other instrument entered into between any Lender and the Assignor (whether now existing or hereinafter arising) or any Lender and the Borrower, any proceeds arising out of the realization upon any Collateral (whether before or upon any foreclosure undertaken by the Lender), shall be applied as follows:

1) FIRST, payment of reasonable fees to Assignee (such fees of Assignee to be in accordance with a certain Compensation and Expense Reimbursement Agreement of even date herewith between Assignor and Borrower) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including Thompson Hine LLP), accountants retained by Assignee, accountants involved in preparation of tax returns for Assignor, and certain professionals retained by each Lender in connection with the negotiation and preparation of this Agreement, and any other professionals and/or employees retained by Assignee for assistance in the administration of the Assignor's

assignment estate (the "Assignment Estate"), (all such fees and expenses to be within the limits set forth in the ABC Budget) up to but not to exceed the amounts set forth in the ABC Budget;

2) SECOND, to reimburse Assignee as to all costs advanced by Assignee for the preservation of the Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

3) THIRD, payment of all sums required to be paid in order to discharge any lien or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, each Lender's financing being made available pursuant to the terms of this Agreement and any other indebtedness secured by liens on the Assets sold by Assignee), in the order required under applicable law; *provided that*, all itemized costs and expenses set forth in the ABC Budget have been satisfied in their entirety;

4) FOURTH, payment of all other costs and expenses incidental to the administration of the Assignor's Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assets that is not paid by purchaser of such assets, legal fees of Assignor for legal services rendered, including services related to the making of and administration of the Assignment, and fees or expenses of any other professionals Assignee deems necessary to properly administer the Assignment Estate, to the extent not paid pursuant to section 9(c)(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of the Assignment, including, without limitation, employment, property, and income taxes;

7) SEVENTH, all other debts owing as of the date of the Assignment that are entitled to priority treatment and payment under applicable law;

8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by Assignee until such time as the dispute is resolved. Assignee may make interim distributions whenever Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate created by the Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

10) TENTH, the surplus, if any, of the Assignment Estate or proceeds thereof, when all debts of Assignor shall have been paid in full, shall be paid and transferred to Assignor for the benefit of Assignor's members.

9. Certain Waivers. The Borrower hereby waives diligence, demand, presentment, protest or further notice of any kind. The Borrower agrees to make all payments under this Agreement without setoff or deduction and regardless of any counterclaim or defense.

10. No Waiver. No single or partial exercise of any power under this Agreement shall preclude any other or further exercise of such power or exercise of any other power. No delay or omission on the part of any Lender in exercising any right under this Agreement shall operate as a waiver of such right or any other right hereunder.

11. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, via e-mail in .pdf format (with original sent via first-class mail) or sent by certified, registered, or express mail, postage prepaid, or sent by FedEx or other recognized overnight courier service and shall be deemed given when so delivered personally or, if mailed, five (5) days after the date of deposit in the United States mails, or, if sent by overnight courier, one (1) business day after delivery to the courier service, as follows:

If to the Borrower:

STS (ABC), LLC
c/o Rock Creek Advisors, LLC
1738 Belmar Blvd.
Belmar, NJ 07719
Attention: James Gansman
E-mail: jgansman@rockcreekfa.com

If to Horizon:

Horizon Technology Finance Corporation
312 Farmington Avenue
Farmington, CT 06032
Attention: Dan Devorsetz
E-mail: dan@horizontechfinance.com

If to Powerscourt:

Powerscourt Investments XXV, LP
1251 Avenue of the Americas
New York, NY 10020
Attention: Scott Huff
E-mail: Scott.Huff@maples.com

12. Successors and Assigns. This Agreement shall be binding on the Borrower and its successors and assigns and shall be binding upon and inure to the benefit of each Lender and their respective successors and assigns. The Borrower may not assign or transfer this Agreement or any of its obligations hereunder without the prior written consent of each Lender. Each Lender may assign or transfer this Agreement or any of its rights or benefits hereunder to any other party upon written notice to the Borrower.

13. Amendments. None of the provisions of this Agreement may be amended except pursuant to a written agreement signed by the Borrower and each Lender.

14. Severability. If any term or provision of this Agreement shall be deemed prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions hereof.

15. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

16. Submission to Jurisdiction. Each of the Borrower and each Lender irrevocably and unconditionally submit, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of Delaware sitting in New Castle County and of the United States District Court of the District of Delaware, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Delaware State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

17. Waiver of Venue. Each of the parties hereto irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in Section 16 above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

18. Service of Process. Each party hereto irrevocably consents to service of process in any manner permitted by applicable law.

19. Joint Negotiations. This Agreement is the result of negotiations between and has been reviewed by counsel to each Lender and the Borrower and is the product of all parties hereto. Accordingly, this Agreement shall not be construed against the Borrower merely because of the Borrower's involvement in the preparation hereof.

20. Lender Expenses. The Borrower shall pay all reasonable fees, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) of each Lender incurred in connection with the negotiation, documentation, administration, and enforcement of this Agreement and the exercise of each Lender's rights and remedies hereunder (collectively, the "Lender Expenses"); *provided that* the Lender Expenses shall be payable solely from the Collateral and proceeds thereof in accordance with Section 8(c) herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party has duly executed this Agreement as of the date first above written.

BORROWER

**STS (ABC), LLC in its sole and limited capacity
as assignee for the benefit of the creditors of
Secure Transfusion Solutions, Inc.**

By: 

Name: James Gansman

Title: President

HORIZON:

Horizon Technology Finance Corporation

By: _____

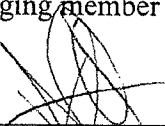
Name: Daniel S. Devorsetz
Title: Executive Senior Vice President, Chief
Operating Officer and Chief Investment
Officer

POWERSCOURT:

Powerscourt Investments XXV, LP

By: Powerscourt Investments GP, LLC, its general
partner

By: Maples Fiduciary Services (Delaware) Inc., its
managing member

By: _____

Name: Daniel Grugan
Title: Authorized Signatory

SCHEDULE 1

Agreed Advance to be made on or before the date set forth below:

| FUNDING DATE | LOAN AMOUNT |
|---------------------|--|
| April 25, 2023 | \$250,000.00 (funded 50% by each Lender) |
| August 31, 2023 | \$280,000.00 (such amount to be reduced by net proceeds of asset sales prior to the funding request) (funded 50% by each Lender) |

The proceeds of each such Advance should be sent via Federal Reserve wire transfer to the following bank and account:

Beneficiary Bank: TD Bank N.A.
Bank Address: 1276 Lexington Ave.
New York, NY 10028
Swift Code: NRTHUS33XXX
ABA/Routing No.: 0312-01360

Account Title: STS (ABC), LLC
Account Address: 1738 Belmar Blvd.
Belmar, NJ 07719
Account No.: 4422814510

FUNDING CERTIFICATE

The undersigned, being the duly elected and acting President of STS (ABC), LLC, a Delaware limited liability company, as borrower (the “Borrower”) in its sole and limited capacity as assignee for the benefit of creditors of Secure Transfusion Solutions, Inc., a Delaware corporation, does hereby certify to Horizon Technology Finance Corporation (“Horizon”) and Powerscourt Investments XXV, LP (“Powerscourt”, and collectively with Horizon, “Lenders”) in connection with that certain Loan and Security Agreement, dated as of April __, 2023, by and among the Borrower and the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”; with other capitalized terms used below having the meanings ascribed thereto in the Loan Agreement) that:

4. The net proceeds of the advance of the Loan in the amount of \$[] shall be transferred to the account designated by the Borrower as follows:

5. Borrower acknowledges that disbursement of the requested Loan Amount is subject to the sole and absolute discretion of each Lender.

BORROWER:

STS (ABC), LLC, a Delaware limited liability company in its sole and limited capacity as assignee for the benefit of the creditors of Secure Transfusion Solutions, Inc.

By: _____
Name: James Gansman
Title: President

EXHIBIT B
SECURED PROMISSORY NOTE

\$250,000.00

Dated: April __, 2023

FOR VALUE RECEIVED, the undersigned, STS (ABC), LLC, a Delaware limited liability company ("Borrower"), HEREBY PROMISES TO PAY to [HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation/ POWERSCOURT INVESTMENTS XXV, LP, a Delaware limited partnership ("Lender")], the principal amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) or such lesser amount as shall equal the outstanding principal balance of the Loan made to Borrower by Lender pursuant to the Loan Agreement (as defined below), and to pay all other amounts due with respect to the Loan on the dates and in the amounts set forth in the Loan Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

Interest on the principal amount of this Secured Promissory Note (the "Note") from the date of this Note shall accrue at the Loan Rate. The Loan Rate for this Note is 7.00% per annum based on a year of twelve 30-day months. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. If the Funding Date is not the first day of the month, interim interest accruing from the Funding Date through the last day of that month shall be paid on the first calendar day of the next calendar month. The unpaid principal balance of the Loans made to or on behalf of Borrower hereunder shall be payable in full, in cash, on the Maturity Date (as defined in the Loan Agreement).

Principal, interest and all other amounts due with respect to the Loan, are payable in lawful money of the United States of America to Lender as set forth in the Loan Agreement.

This Note is referred to in, and is entitled to the benefits of, the Loan and Security Agreement dated as of April __, 2023 (the "Loan Agreement"), by and among Borrower, Lender and [HORIZON/POWERSCOURT]. The Loan Agreement, among other things, (a) provides for the making of a secured Loan to Borrower, and (b) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

This Note may only be prepaid in accordance with Section 4 of the Loan Agreement.

This Note and the obligation of Borrower to repay the unpaid principal amount of the Loan, interest on the Loan and all other amounts due Lender under the Loan Agreement is secured under the Loan Agreement.

Presentment for payment, demand, notice of protest and all other demands and notices of any kind in connection with the execution, delivery, performance and enforcement of this Note are hereby waived.

Borrower shall pay all fees and expenses, including attorneys' fees and costs, incurred by Lender in the enforcement or attempt to enforce any of Borrower's obligations hereunder not performed when due.

Any reference herein to Lender shall be deemed to include and apply to every subsequent holder of this Note. Reference is made to the Loan Agreement for provisions concerning optional and mandatory prepayments, Collateral, acceleration and other material terms affecting this Note.

This Note shall be governed by and construed under the laws of the State of Delaware. Borrower agrees that any action or proceeding brought to enforce or arising out of this Note may be commenced in the state or federal courts located within the State of Delaware.

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed by one of its officers thereunto duly authorized on the date hereof.

BORROWER:

STS (ABC), LLC

By: _____

Name: James Gansman

Title: President

EXHIBIT C

ABC BUDGET

[SEE ATTACHED]

STS Budget - Final 4.25.2023

All in US Funds

| | BUDGET | Notes |
|---|------------|--|
| 1 Beginning Cash | \$ 25,429 | Cash on hand at Company at time of ABC |
| 2 Cash Inflows | | |
| 2.01 Accounts Receivable | \$ - | |
| 2.02 Insurance Refunds | \$ - | |
| 2.03 Sale of Beaverton | \$ - | |
| 2.04 Sale of Edina | \$ - | |
| Total Cash Inflows | \$ - | Collections during ABC & company wind-down |
| 3 Fiduciary & Employee Disbursements | | |
| 3.01 Fully Burdened Payroll | \$ - | |
| 3.02 Employee Bonuses | \$ - | |
| 3.03 Executive Success Fee | \$ 63,750 | |
| 3.04 WARN Payroll | \$ - | |
| 3.05 Subcontractors | \$ 44,000 | |
| 3.06 Fully Burdened PTO Disbursements | \$ - | |
| 3.07 Medical Benefit Administration | \$ - | |
| 3.08 Medical Expenses (IBNR) + Runoff | \$ - | |
| 3.09 Stop Loss - Medical | \$ - | |
| 3.10 Insurance (GL, Property, Auto) | \$ - | |
| 3.11 Work Comp Insurance | \$ - | |
| 3.12 Work Comp Administration | \$ - | |
| 3.13 Stop Loss - Work Comp | \$ - | |
| 3.14 Flex Spending Accounts | \$ - | |
| 3.15 Employee Expense Reimbursements | \$ 13,000 | Contractor expenses for travel |
| 3.16 Payroll Processing Fees | \$ - | |
| 3.17 Unpaid Payroll Taxes | \$ - | |
| 3.18 Unpaid Sales Taxes | \$ - | |
| 3.19 Unpaid Federal Taxes | \$ - | |
| 3.20 Unpaid State Taxes | \$ - | |
| 3.21 Unpaid Local Taxes | \$ - | |
| 3.22 Franchise Taxes | \$ 17,664 | DE and MN franchise taxes |
| 3.22 Capex/Special | \$ - | |
| Total Fiduciary & Employee Disbursements | \$ 138,414 | Fiduciary & employee obligations prior to/during ABC |
| 4 Company Wind Down Expenses | | |
| 4.01 401(k) Dissolution | \$ - | |
| 4.02 401(k) Contribution | \$ - | |
| 4.03 Appraisal | \$ 25,000 | 2 appraisals required by DE |
| 4.04 Bond | \$ 37,500 | 1.5% of appraised value |
| 4.05 Storage of Books and Records (7 Yrs.) | \$ 12,500 | |
| 4.06 Tax Return Preparation | \$ 25,000 | 2022 and 2023 |
| 4.07 Notice to Interested Parties | \$ 7,000 | |
| 4.08 Contingency / Miscellaneous | \$ 10,000 | |
| 4.09 SPE Set Up / W2 Prep / 1099 | \$ 10,000 | |
| 4.10 D&O Tail | \$ 53,564 | D&O-2 yr/E&O-1yr |
| 4.11 Payment of additional secured creditors | \$ - | |
| 4.12 Assignee SPE Dissolution costs | \$ 2,500 | |
| 4.13 Company Legal Expense | \$ - | |
| Total Wind Down Expenses | \$ 183,064 | Costs to wind down the company |

STS Budget - Final 4.25.2023

All in US Funds

| | BUDGET | Notes |
|--|-------------------|-----------------------------|
| 5 Supplier Cash Outflows/Disbursements | | |
| 5.01 Manufacturing Disbursements | \$ - | |
| 5.02 Inventory Purchases | \$ - | |
| 5.03 Supplier Payments | \$ - | |
| Total Inventory Purchases | <u>\$ -</u> | Costs of goods during ABC |
| 6 Other Operating Expenses | | |
| 6.01 Rent & CAM Fees | \$ 40,000 | |
| 6.02 Real Estate Taxes | \$ - | |
| 6.03 Insurance | \$ - | |
| 6.04 Utilities | \$ - | |
| 6.05 Equipment Leases | \$ - | |
| 6.06 Advertising | \$ - | |
| 6.07 Shipping and Office Supplies | \$ - | |
| 6.08 Computer Software & Maintenance & Repairs | \$ - | |
| 6.09 Banking Fees | \$ 2,000 | |
| 6.10 Travel and Entertainment | \$ - | |
| 6.11 Miscellaneous | \$ 30,000 | Contingency for unknown |
| Total Other Operating Expenses | <u>\$ 72,000</u> | Operating costs during ABC |
| 7 Professional Fees | | |
| 7.01 Assignee Fee | \$ 75,000 | Assignee |
| 7.02 Assignee Legal | \$ 100,000 | Assignee legal counsel fees |
| 7.03 Filing Fees | \$ 10,000 | Local counsel fees |
| 7.04 Success Fee | \$ - | |
| 7.05 Misc. Expenses | \$ - | |
| 7.06 Travel Budget | \$ - | |
| Total Professional Fees | <u>\$ 185,000</u> | |
| Summary: | | |
| Beginning Cash | \$ 25,429 | |
| Incoming Cash | \$ - | |
| Expenses | \$ 578,478 | |
| Funding from asset sale | \$ 30,000 | |
| Funding from secured lender | \$ 530,000 | |
| Net | <u>\$ 6,951</u> | |



EXHIBIT C

Creditor List

| Creditor | Accounts | | Creditor Type | Group | Director, officer, employee, or stockholder of the assignor or is otherwise affiliated |
|--|------------|---------|---------------|-----------|---|
| | Payable | Records | | | |
| A and G Cleaning LLC | 240.00 | | Unsecured | AP Vendor | N |
| Accenture International (Headspring) | 99,500.00 | | Unsecured | AP Vendor | N |
| Amazon Capital Services, Inc. | 20,150.94 | | Unsecured | AP Vendor | N |
| Appluent Business Solutions Inc. | 3,400.00 | | Unsecured | AP Vendor | N |
| Apttus Corporation - Conga | 1,480.80 | | Unsecured | AP Vendor | N |
| Aramark Uniform & Career Apparel Group, Inc. - Beaverton | 2,461.84 | | Unsecured | AP Vendor | N |
| Aramark Uniform & Career Apparel Group, Inc. - Edina | 2,059.77 | | Unsecured | AP Vendor | N |
| Aramark Uniform & Career Apparel Group, Inc. - Raleigh | 3,707.67 | | Unsecured | AP Vendor | N |
| ArchKey Technologies | 55,956.47 | | Unsecured | AP Vendor | N |
| Atlantic Coast Ventures LLC | 5,904.11 | | Unsecured | AP Vendor | N |
| CareerMD | 750.00 | | Unsecured | AP Vendor | N |
| Carolina Commercial Systems | 386.63 | | Unsecured | AP Vendor | N |
| Cerus Corporation | 192,092.60 | | Unsecured | AP Vendor | N |
| CLIA Laboratory Program | 180.00 | | Unsecured | AP Vendor | N |
| CopperHill Consulting LLC | 19,312.50 | | Unsecured | AP Vendor | N |
| Creative Testing Solutions | 175,086.95 | | Unsecured | AP Vendor | N |
| Digi-Trax Corporation | 4,464.01 | | Unsecured | AP Vendor | N |
| Digital Additive Inc. | 5,900.00 | | Unsecured | AP Vendor | N |
| Donnelley Financial LLC | 1,794.35 | | Unsecured | AP Vendor | N |
| EO Austin | 5,366.67 | | Unsecured | AP Vendor | N |
| ETQ, LLC | 25,924.57 | | Unsecured | AP Vendor | N |
| Event Management Group LLC | 8,151.00 | | Unsecured | AP Vendor | N |
| Fenwal, Inc. | 263,486.67 | | Unsecured | AP Vendor | N |
| Fisher Healthcare | 2,200.87 | | Unsecured | AP Vendor | N |
| Gardner Builders Minneapolis, LLC | 49,906.93 | | Unsecured | AP Vendor | N |
| Goodbay Technologies INC | 46,410.00 | | Unsecured | AP Vendor | N |
| HORIBA Instruments Incorporated | 760.00 | | Unsecured | AP Vendor | N |
| HypeMarks, Inc (TINT) | 2,500.00 | | Unsecured | AP Vendor | N |
| I & S Group, Inc | 875.00 | | Unsecured | AP Vendor | N |
| Ideal Pure Water | 53.44 | | Unsecured | AP Vendor | N |
| Informa Tech Holdings LLC | 7,000.00 | | Unsecured | AP Vendor | N |
| Interstate Power Systems, Inc. | 5,277.34 | | Unsecured | AP Vendor | N |
| Inventory Optimization Solutions, LLC | 676.00 | | Unsecured | AP Vendor | N |
| InVita Healthcare Technologies | 15,000.00 | | Unsecured | AP Vendor | N |
| IV League Medical | 2,524.04 | | Unsecured | AP Vendor | N |
| Jan-Pro Development of Raleigh | 2,472.00 | | Unsecured | AP Vendor | N |
| Jan-Pro Franchise Development (OR) | 503.44 | | Unsecured | AP Vendor | N |
| Johnson Controls Inc | 1,181.83 | | Unsecured | AP Vendor | N |
| LifeSci Communications LLC | 20,098.00 | | Unsecured | AP Vendor | N |
| Mason Jar Films | 12,213.50 | | Unsecured | AP Vendor | N |
| McKesson Medical-Surgical, Inc | 24,760.78 | | Unsecured | AP Vendor | N |
| MNX Global Logistics Corp. | 41,966.87 | | Unsecured | AP Vendor | N |
| Montgomery Pacific Corporation | 7,159.20 | | Unsecured | AP Vendor | N |
| NanoEntek America, Inc. | 20,475.00 | | Unsecured | AP Vendor | N |
| Netrio, LLC | 15,889.32 | | Unsecured | AP Vendor | N |
| Neuse Termite & Pest Control Inc. | 70.00 | | Unsecured | AP Vendor | N |
| Orkin Pest Control | 260.00 | | Unsecured | AP Vendor | N |
| OwnBackup, Inc. | 8,176.50 | | Unsecured | AP Vendor | N |

| Creditor | Accounts | | Creditor Type | Group | Director, officer, employee, |
|---|-----------------|-----------|---------------|-------|------------------------------|
| | Payable Records | | | | or stockholder of the |
| | | | | | assignor or is otherwise |
| | | | | | affiliated |
| PacificWRO | 3,145.92 | Unsecured | AP Vendor | | N |
| Parker Poe Adams & Bernstein LLP | 3,831.50 | Unsecured | AP Vendor | | N |
| Paysign Inc. | 225.00 | Unsecured | AP Vendor | | N |
| Portland General Electric | 728.73 | Unsecured | AP Vendor | | N |
| RSP Architects | 8,754.00 | Unsecured | AP Vendor | | N |
| Salesforce | 365,175.01 | Unsecured | AP Vendor | | N |
| SHI International Corp | 15,022.46 | Unsecured | AP Vendor | | N |
| Socium Media, LLC | 45,696.68 | Unsecured | AP Vendor | | N |
| Sonar Software Inc | 3,840.00 | Unsecured | AP Vendor | | N |
| Stericycle, Inc. | 15,173.42 | Unsecured | AP Vendor | | N |
| Sysmex America | 1,428.87 | Unsecured | AP Vendor | | N |
| Terumo BCT, Inc. | 209,405.23 | Unsecured | AP Vendor | | N |
| The Syverson Group LLC | 32,637.00 | Unsecured | AP Vendor | | N |
| Torrent Consulting LLC | 12,900.00 | Unsecured | AP Vendor | | N |
| Trilogy Medwaste West LLC | 1,406.70 | Unsecured | AP Vendor | | N |
| TRIOSE, Inc. | 28,439.19 | Unsecured | AP Vendor | | N |
| United Rentals | 14,429.86 | Unsecured | AP Vendor | | N |
| Velosio | 23,205.00 | Unsecured | AP Vendor | | N |
| Vision Graphics | 68,521.91 | Unsecured | AP Vendor | | N |
| WellSky Corporation | 457,013.64 | Unsecured | AP Vendor | | N |
| Wilson Sonsini Goodrich & Rosati | 90,378.00 | Unsecured | AP Vendor | | N |
| BACKMAN, BRENT RUSSELL | 723.19 | Unsecured | Employee | | Y |
| MILLER, SARA ANN | 2,130.00 | Unsecured | Employee | | Y |
| NAZIR, RACHEL ROSE | 96.74 | Unsecured | Employee | | Y |
| RICHMOND, KEYA S | 344.44 | Unsecured | Employee | | Y |
| WATSON, JUSTIN DANIEL | 450.28 | Unsecured | Employee | | Y |
| Horizon Technology Finance | 14,665,362.43 | Secured | Lender | | N |
| Blood Solutions LLC | 41,666.65 | Unsecured | Consultant | | N |
| Matthew Hiskey | 25,000.00 | Unsecured | Consultant | | N |
| Robert Vassian | 900.00 | Unsecured | Consultant | | N |
| Christine Fernandez | 10,363.15 | Unsecured | Consultant | | N |
| 7390 Partners, LLP | 641,965.78 | Unsecured | Landlord | | N |
| Brierdale Shopping Center, LLC | 23,667.18 | Unsecured | Landlord | | N |
| Burnham Farms, LLC (TOK) | 3,803.58 | Unsecured | Landlord | | N |
| Canyon Crossing BMU, LLC | 437,726.78 | Unsecured | Landlord | | N |
| Cyti LLC | 11,013.00 | Unsecured | Landlord | | N |
| StarSpace46, Inc. | 6,750.00 | Unsecured | Landlord | | N |
| Exposition Sales & Design Orlando, Inc. | 8,914.05 | Unsecured | AP Vendor | | N |
| Hana Song | 1,200.00 | Unsecured | AP Vendor | | N |

18,469,602.98



EXHIBIT D

Inventory List

Secure Transfusion Assignment Estate Assets as of 4/25/2023

| Item | Value |
|----------------------------|----------------|
| Cash (1) | \$23,052.54 |
| AR | \$126,000.00 |
| Fixed Assets | \$1,548,311.33 |
| Inventory | \$50,188.10 |
| Leasehold Improvements (2) | \$0.00 |
| Prepays & Deposits | \$1,315,400.12 |
| Total Assets | \$3,062,951.59 |

- (1) At the time of the ABC, \$250,486.92 of restricted cash existed in an account that was dedicated for a letter of credit for the Edina, MN landlord.
- (2) The Assignee abandoned all lease-related items to the Assignor's landlords upon the execution of the General Assignment. As a result, Leasehold Improvements have no value in the Assignment Estate.

Patents - Applied

| Country | Title | Application No./ Publication No. | Filing Date/ Publication Date | Patent No. | Grant Date |
|---------|---|-------------------------------------|----------------------------------|---------------|---------------|
| Various | Machine Learning Model Based Platelet Donor Selection | WO 2022/173955 | 2/10/2022 | | |

Domain Names

mythbc.com

securetransfusion.com

securetransfusionservices.com

trustingheart.com

trustingheart.org

trustingheartblood.com

trustingheartbloodcenter.com

trustingheartbloodcenters.com

trustinghearts.com