
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 3, 2016

MEDICAL TRANSCRIPTION BILLING, CORP.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

333-192989

(Commission
File Number)

22-3832302

(IRS Employer
Identification No.)

7 Clyde Road, Somerset, New Jersey, 08873
(Address of principal executive offices, zip code)

(732) 873-5133
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On October 3, 2016, MTBC Acquisition, Corp. (“MAC”), a newly formed, wholly owned subsidiary of Medical Transcription Billing, Corp. (“MTBC”), acquired substantially all the medical billing business and assets of MediGain, LLC, a Texas limited liability company (“MediGain”), and its affiliate Millennium Practice Management Associates, LLC, a New Jersey limited liability company (“Millennium”). The assets were acquired through a strict foreclosure process whereby MAC acquired senior secured notes secured by the assets of MediGain and Millennium, and immediately thereafter foreclosed on the assets in satisfaction of the senior secured notes. The total purchase price for the acquisition was \$7,000,000 and will be funded by MTBC.

The senior secured notes were purchased from Prudential Insurance Company of America and Prudential Retirement Insurance and Annuity Company pursuant to an assignment agreement dated October 3, 2016. MTBC paid \$2,000,000 of the purchase price at closing and is obligated to pay the remaining \$5,000,000 within 90 days thereafter.

In conjunction with the purchase of the senior secured notes, MAC entered into a strict foreclosure agreement with MediGain and Millennium whereby the parties agreed that substantially all the assets securing the senior secured notes would be transferred to MAC in satisfaction of the outstanding obligations under the senior secured notes. As part of the agreement, MAC acquired the assets free and clear of liabilities, except for certain liabilities expressly assumed by MAC, including up to \$650,000 of payables, up to \$500,000 of payroll and benefits obligations, and pre-closing obligations accrued on the contracts assumed by MAC. Cash and certain causes of action relating to pre-closing matters were excluded from the acquired assets and retained by MediGain and Millennium.

Pursuant to a transition services agreement, MediGain and Millennium agreed to provide MAC usage of their office space and equipment at any of their six locations for up to 90 days after closing. MAC may choose what if any of these locations it wishes to utilize, provided that it reimburse MediGain and Millennium for such usage at-cost.

The foregoing description of the assignment agreement, strict foreclosure agreement and transition services agreement does not purport to be complete and is qualified entirely by reference to the complete text of such documents, copies of which are attached as exhibits to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

10.1 Assignment Agreement dated October 3, 2016, by and among MTBC, MAC, The Prudential Insurance Company of America and Prudential Retirement Insurance Annuity Company.

10.2 Strict Foreclosure Agreement, dated October 3, 2016, by and among MAC, MediGain and Millennium.

10.3 Transition Services Agreement, dated October 3, 2016, by and among MAC, MediGain and Millennium.

99.1 Press Release, dated October 5, 2016, announcing MTBC’s acquisition of the MediGain and Millennium assets.

SIGNATURE(S)

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Medical Transcription Billing, Corp.

Date: October 5, 2016

By: /s/ Mahmud Haq

Mahmud Haq
Chairman of the Board and Chief Executive Officer

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement"), dated as of October 3, 2016 (the "Closing Date"), is entered by and among THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as a holder of Notes ("PICA"), PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, as a holder of Notes (together with PICA, "Sellers"), MTBC ACQUISITION, CORP. ("Buyer"), and MEDICAL TRANSCRIPTION BILLING, CORP. ("Parent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement.

WHEREAS, MediGain, LLC (the "Company") and the Noteholders are parties to that certain Note Purchase and Revolving Credit Agreement, dated as of October 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, pursuant to the Note Purchase Agreement, the Company has issued senior notes to the Sellers in the original principal amount of \$17,250,000 (the "Seller Notes");

WHEREAS, subject to and conditioned upon the terms of this Agreement, Buyer wishes to purchase from Sellers, and each Seller wishes to sell, assign and transfer, all of its respective right, title, and interest in and to the Seller Notes and the other Transaction Documents; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer, the Company and Millennium Practice Management Associates, LLC, a New Jersey limited liability company ("Millennium"), are entering into a Strict Foreclosure Agreement (the "Strict Foreclosure Agreement");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Note Sale. Subject to the terms and conditions hereof, Sellers hereby irrevocably sell, transfer and assign to Buyer, without recourse, representation or warranty of any kind except as set forth herein, and Buyer hereby irrevocably purchases and assumes from Sellers, all of Sellers' right, title, obligations and interest in and with respect to the Seller Notes, the Note Purchase Agreement, the Limited Guaranty Agreement, the Millennium Subordination Agreement and the other Transaction Documents (including all of Sellers' rights and remedies under the Transaction Documents) (the "Assigned Interests"), for \$7,000,000 (Seven Million Dollars), which shall be paid as follows: (a) \$2,000,000 (Two Million Dollars) at Closing in immediately available federal funds to an account designated by Sellers (the "Closing Date Payment"); and (b) the balance of \$5,000,000 (Five Million Dollars) shall be paid by Parent and Buyer within 90 days of Closing in immediately available federal funds to an account designated by Sellers (the "Post-Closing Payment"). Parent and Buyer shall be jointly and severally liable for all obligations set forth herein.

2. The Closing. The execution and delivery of this Agreement by the Buyer, Parent and Sellers, and the closing of the purchase, assignment and assumption of the Assigned Interests pursuant to this Agreement (the "Closing"), took place on or about, and effective as of, 12:00 a.m., Central Standard Time on the Closing Date.

3. Surviving Rights of Sellers Under Note Purchase Agreement. Notwithstanding anything herein to the contrary, Sellers shall retain all indemnification rights and indemnification claims they may hold against the Company and/or Millennium under any Transaction Document.

4. Deliveries at Closing

a. Deliveries by Sellers. At the Closing, Sellers shall deliver or cause to be delivered to Buyer:

i. a Collateral Agency Assignment Agreement, in form and substance satisfactory to Buyer and Collateral Agent, duly executed by the Collateral Agent, Sellers, and Buyer, pursuant to which, effective as of the Closing, the Collateral Agent shall resign as Collateral Agent and Buyer shall be appointed as successor Collateral Agent; and

ii. the original of each of the Seller Notes (or an affidavit of lost note in form and substance reasonably satisfactory to Buyer), duly endorsed without recourse to Sellers, and such other and further instruments of assignment and transfer as may be required to fully vest in Buyer all of Sellers' rights and privileges under the Transaction Documents.

b. Deliveries by Buyer. At the Closing, Buyer shall deliver the Closing Date Payment to Sellers pursuant to the terms of Section 1.

5. Assignment and Delegation. Effective as of the Closing: (a) Sellers hereby irrevocably assign and delegate to Buyer all of their rights, remedies, duties and obligations under the Transaction Documents; and (b) Buyer, by its execution of this Agreement, hereby purchases, assumes and accepts such assignment and delegation and agrees to be bound by the terms and conditions of the Note Purchase Agreement and the other Transaction Documents.

6. Sellers' Representations and Warranties. Sellers hereby represent and warrant as of the date hereof and as of the Closing Date as follows:

a. Neither the Sellers nor anyone acting on their behalf has offered the Seller Notes, the Assigned Interests, or any part thereof by means of any general solicitation or general advertising and neither the Sellers nor anyone acting on their behalf has taken any action that would subject the sale of Assigned Interests to Buyer to the registration provisions of Section 5 of the Securities Act of 1933, as amended (the "Act"). The Seller Notes have not been registered under the Act or the securities or the securities laws of any state or other jurisdiction.

b. As of the date hereof, the principal outstanding under the Seller Notes delivered pursuant to Section 2 above is not less than \$15,325,000 and, as of the date hereof, interest on the Seller Notes has been paid through on or about March 6, 2015.

c. Each Seller has provided Buyer with a true, correct and complete copy of its Seller Notes, Note Purchase Agreement and all material Transaction Documents.

d. Each Seller is duly organized and validly existing under the laws of the jurisdiction of its respective incorporation and has full right, power and authority to convey the Assigned Interests to Buyer. The execution, delivery, and performance by Sellers of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Sellers. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Sellers, and (assuming due authorization, execution, and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms.

e. Except as provided in that certain Last-Out Participation Agreement dated as of September 29, 2015 by and among the Sellers, the Collateral Agent, Prudential Capital Partners IV, L.P., Prudential Capital Partners Management Fund IV, L.P. and PCP Capital Partners (Parallel Fund) IV, L.P., on the Closing Date: (i) Sellers are the sole legal and beneficial owners of the Assigned Interests and have not assigned, pledged, hypothecated, encumbered, or transferred any of such Assigned Interests, in whole or in part, except as explicitly disclosed herein; and (ii) Sellers own the Seller Notes free and clear of all mortgages, liens, loans, and encumbrances, including all encumbrances and liens that arise in the ordinary course of business that might impair Sellers' ownership or use of such property or assets.

f. Due to the occurrence and continuation of one or more Events of Default, no Seller is obligated to extend any further credit to the Company pursuant to the Note Purchase Agreement or the Seller Notes.

g. No consent, approval, waiver, or authorization is required to be obtained by Sellers from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Sellers of this Agreement and the consummation of the transactions contemplated hereby.

h. To Sellers' Knowledge (as defined below), there is no material inaccuracy in the representations made by the Company in Section 17(b)(ix) and (xviii) of the Strict Foreclosure Agreement. As used herein, the term "Sellers' Knowledge" means the actual knowledge of Paul Procyk.

i. Sellers represent that no broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Sellers; provided, however, that out of an abundance of caution, the parties acknowledge that certain fees and expenses may be payable by the Company to TKO Miller. Sellers hereby agree that in the event any claim is made for a broker's commission as a result of a Seller's breach of the representation contained herein, Sellers shall hold Buyer and its successors and assigns harmless, and shall indemnify such parties, from and against any and all liabilities arising out of such claims, including reasonable attorneys' fees and court costs. This paragraph shall survive the Closing.

7. Buyer Representations and Warranties. Buyer and Parent hereby represent and warrant to each Seller as follows:

a. Buyer and Parent acknowledge that the Seller Notes have not been registered under the Act or the securities or the securities laws of any state or other jurisdiction. The Seller Notes may be resold only if registered pursuant to the provisions of the Act and applicable state securities laws or if an exemption from such registration is available. Neither the Company nor either of the Sellers is required to register the resale of the Seller Notes by Buyer. Any transfer of the Seller Notes must comply with the Transaction Documents.

b. Buyer is acquiring the Assigned Interests for its own account, and not with a view to distribution thereof, provided that the disposition of Buyer's property shall at all times be and remain within its control. Buyer is not acting as an agent or broker in purchasing the Assigned Interests from Sellers under this Agreement. Buyer will comply with all applicable federal and state securities laws in connection with any subsequent resale of the Assigned Interests or transfer of the Seller Notes.

c. Buyer and Parent are sophisticated investors that are "accredited investors" within the meaning of Rule 501 under the Act. Buyer is not an affiliate of the Company, as defined in Rule 405 under the Act.

d. Buyer and Parent have conducted, to the extent each of them deemed necessary, an independent investigation of all such matters, and have had the opportunity to receive such information and documents as, in each of their judgment, are necessary for it to make an informed investment decision with respect to its purchase of the Assigned Interests. Neither Buyer nor Parent have relied upon either of the Sellers for any investigation or assessment to evaluate Buyer's purchase of the Assigned Interests. Buyer and Parent understand that Sellers have rights to receive and have received information from the Company and Millennium under the Note Purchase Agreement and, accordingly, Sellers may have material information concerning the Company and the Assigned Interests that has not been disclosed publicly or to Buyer or Parent (collectively, the "Excluded Information"). Buyer and Parent are completing the purchase of the Assigned Interests contemplated by this Agreement with full knowledge that Sellers may be aware of material and non-public information regarding the Company and Millennium. Each of Buyer and Parent has received all information that it believes is necessary or appropriate in connection with the sale of the Assigned Interests. Buyer and Parent are both informed and sophisticated parties regularly involved in the purchase and sale of securities and have engaged, to the extent they deem appropriate, expert advisors experienced in the evaluation of transactions of the type contemplated hereby. Buyer and Parent acknowledge that neither Buyer nor Parent have relied upon any express or implied representations or warranties of any kind and nature whatsoever made by or on behalf of the Company or Sellers, whether or not any such representations, warranties, or statements were made in writing or orally, except as expressly set forth by Sellers in this Agreement.

e. Buyer and Parent are duly organized and validly existing under the laws of the jurisdiction of their incorporation and Buyer has full right, power and authority to purchase the Assigned Interests from Seller. The execution, delivery, and performance by Buyer and Parent of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer and Parent. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer and Parent, and (assuming due authorization, execution, and delivery by Sellers) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer and Parent, enforceable against Buyer and Parent in accordance with their respective terms.

f. Except as specifically set forth in this Agreement, no Seller has made any representations, warranties or agreements, express or implied, of any kind with respect to Buyer's purchase of the Assigned Interests. Other than the obligations that are specifically set forth in this Agreement, neither Seller has any obligation to Buyer or Parent, express or implied, including fiduciary obligations.

g. Buyer and Parent have either received from Seller or otherwise obtained copies of the Transaction Documents, have received all other information, if any, that they have requested from either Seller and have had an ample opportunity to review such Transaction Documents and other information. Buyer is acquiring the Assigned Interests in accordance and compliance with the terms of the Transaction Documents. Buyer and Parent understand that the terms of the Note Purchase Agreement and the terms of each waiver, forbearance, amendment and agreement made by Sellers shall be binding upon Buyer as holder of the Assigned Interests.

h. Disclosure of any information concerning the Company or the Transaction Documents made by either Seller to Buyer or Parent is made subject to any confidentiality provisions of the Transaction Documents, and Buyer covenants and agrees to comply with such confidentiality provisions.

i. Buyer and Parent acknowledge that, except as set forth in Section 6(h) of this Agreement, no Seller makes any representation or warranty whatsoever concerning the accuracy, adequacy, completeness or truth of the statements made by the Company or any of the other parties to the Transaction Documents, and that no Seller shall have any liability for any misstatement of a material fact contained in the Transaction Documents or for the omission thereof of any material fact required to be stated therein in order to make the statements therein not misleading.

j. Buyer and Parent represent that no broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer or Parent. Buyer and Parent hereby agree that in the event any claim is made for a broker's commission as a result of Buyer's or Parent's breach of the representation contained herein, Buyer and Parent shall hold Sellers and their successors and assigns harmless, and shall indemnify such parties, from and against any and all liabilities arising out of such claims, including reasonable attorneys' fees. This paragraph shall survive the Closing.

k. Parent represents and acknowledges that if Parent or Buyer fail to pay the full amount of the Post-Closing Payment within 90 days of Closing, for any reason, then information regarding this failure will constitute material information that Parent will be required to disclose to the public, promptly following the occurrence of any such failure (and in any event no later than four (4) business days following such failure), and Parent hereby agrees that it will make such disclosure.

8. Further Assurances. The Sellers, at Buyer's sole cost and expense, shall execute and deliver all further documents or instruments reasonably requested by Buyer in order to effect the intent and purposes of this Agreement and obtain the full benefit of this Agreement.

9. Obligations Absolute. Buyer's and Parent's obligation to pay the Post-Closing Payment is absolute, irrevocable, and unconditional and shall not be subject to any setoff, recoupment, claim, counterclaim or defense. Buyer and Parent hereby waive any such defenses (including any defenses based upon an alleged breach of this Agreement or misrepresentation by any Seller). Buyer and Parent acknowledge that Parent, as the sole equity holder of Buyer, will derive substantial benefit from the transactions contemplated in this Agreement.

10. Miscellaneous.

a. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall have the same legal effect as an original signed copy of this Agreement.

b. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PROVISIONS THEREOF AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF BUYER, PARENT AND SELLERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

c. THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY THE TRANSACTIONS CONTEMPLATED HEREBY.

d. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

e. This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior communications and agreements of the parties with respect thereto, all of which have become merged and integrated into this Agreement. This Agreement may not be amended, modified or waived, except by a writing executed by each of the parties hereto.

f. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any party to the other parties shall be in writing and shall be deemed duly given (i) upon delivery, when delivered personally, (ii) one (1) business day after being sent by overnight courier or when sent by facsimile transmission (with a confirming copy sent by overnight courier), and (iii) three (3) days after being sent by registered or certified mail, postage prepaid, as follows:

if to the Sellers, to:

c/o The Prudential Insurance Company of America
Corporate Projects and Workouts
Attn: Vice President
655 Broad Street, 16th Floor
Newark, NJ 07102

with a copy (which shall not constitute notice) to

King & Spalding LLP
Attn: Sarah R. Borders
1180 Peachtree Street NE
Atlanta, GA 30309

if to Buyer or Parent, to:

Medical Transcription Billing, Corp.
Attn: Shruti Patel
7 Clyde Road
Somerset, NJ 08873

with a copy to (which shall not constitute notice):

Bryan Cave LLP
JP Morgan Chase Tower
2200 Ross Avenue, Suite 3300
Dallas, TX 75201-7965
Attn: Keith Aurzada, Esq.

g. Except as otherwise set forth expressly herein, all costs and expenses incurred in connection with this Agreement or the transactions contemplated herein shall be paid by the party incurring such cost or expense.

h. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

i. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party.

j. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

k. In the event a party to this Agreement brings an action or suit against any other party to this Agreement by reason of a breach of any provision of this Agreement (including any covenant or any inaccuracy in any representation or warranty) on the part of such other party, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover from the other party all costs and expenses of suit, including reasonable attorneys' fees and costs.

l. Neither Buyer, Parent, nor any Seller shall make any public announcement concerning this Agreement or any other matters relating to the transactions contemplated herein; provided, however, that: (i) Buyer or any Seller may, after consultation with the other, disclose any information to the extent it is advised by its outside legal counsel that such disclosure is required under applicable law or by regulatory authority; and (ii) any Seller may disclose this Agreement and discuss the transactions contemplated hereby with any holder of notes issued by the Company. Except as permitted by the preceding sentence, under no circumstances will Buyer, Parent, or any Seller (or any of their respective representatives) discuss or disclose any non-public information regarding the existence or terms of this Agreement with or to any other person or entity other than their representatives, including Buyer's affiliates, who have a need to know such information solely for purposes of assisting such party in regard to the transactions contemplated herein.

m. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that: (i) neither Seller is a party to the Strict Foreclosure Agreement; (ii) this Agreement and the Strict Foreclosure Agreement shall be deemed to be separate and distinct agreements, and the transactions contemplated by such agreements shall be deemed to be separate and distinct transactions; and (iii) if any provision or transaction contemplated by or related to the Strict Foreclosure Agreement is subsequently invalidated, declared to be fraudulent or preferential, set aside, or modified in any other way, this Agreement shall remain in full force and effect and the validity and enforceability of the provisions of this Agreement (and the transactions contemplated hereby) shall not in any way be impaired, invalidated, avoided, set aside, or otherwise modified

n. Buyer and Parent, on behalf of themselves and each of their subsidiaries and other affiliates and their respective officers, directors, managers, shareholders, members, partners, successors, and assigns (collectively, "Releasors"), hereby releases, waives, and forever discharges each of the Sellers and their respective officers, directors, managers, shareholders, members, and affiliates and their respective heirs, beneficiaries, agents, advisors, representatives, successors, and assigns (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, obligations, costs, expenses, rights, agreements, promises, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity, which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to the failure of any Seller, the Company or Millennium to disclose to Buyer or Parent the Excluded Information or the Sellers' sale of the Assigned Interests; provided, however, that the foregoing release shall not release the Sellers from any obligations, representations, or warranties expressly set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed as of the date first above written.

SELLERS:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as a Noteholder

By: /s/ Paul Procyk
Paul Procyk
Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY, a s a
Noteholder

By: PGIM, Inc., as investment manager

By: /s/ Paul Procyk
Paul Procyk
Vice President

Signature Page to Assignment Agreement

BUYER:

MTBC ACQUISITION, CORP.

By: /s/ Mahmud U. Haq

Name: Mahmud U. Haq

Title: CEO

PARENT:

MEDICAL TRANSCRIPTION BILLING, CORP.

By: /s/ Stephen A. Snyder

Name: Stephen A. Snyder

Title: President

Signature Page to Assignment Agreement

STRICT FORECLOSURE AGREEMENT

This STRICT FORECLOSURE AGREEMENT (the “**Agreement**”) is entered into as of October 3, 2016 at 3:00 p.m. prevailing Central Time (the **Effective Date**), by and between MediGain, LLC, a Texas limited liability company (“**MediGain**”), Millennium Practice Management Associates, LLC, a New Jersey limited liability company (“**Millennium**” and, collectively with MediGain, the “**Debtors**”), and MTBC Acquisition, Corp. (“**MTBC**” and, collectively with the Debtors, the “**Parties**”).

WHEREAS, on October 3, 2014, MediGain entered into a Note Purchase and Revolving Credit Agreement (as amended, the “**Credit Agreement**”) and related documents (collectively with the Credit Agreement, the “**Loan Documents**”) with The Prudential Insurance Company of America and Prudential Retirement Insurance and Annuity Company (the “**Senior Secured Noteholders**”) in the approximate amount of \$9.875 million (the “**Senior Secured Indebtedness**” and “**Senior Secured Notes**”) secured by a first priority lien on substantially all of the assets of MediGain, including 100% of the stock of RCM-MediGain India Private Limited (“**RCM-MediGain India**”). MediGain currently owes approximately \$13 million of Senior Secured Indebtedness.

WHEREAS, on October 3, 2014, MediGain also entered into a Note Agreement with the below listed subordinated noteholders (the “**Subordinated Noteholders**”) in which MediGain agreed to issue, and the Subordinated Noteholders agreed to purchase, \$14.1 million of subordinated notes due October 3, 2020 (the “**Subordinated Notes**”). In addition, MediGain issued Class W Units to the Subordinated Noteholders in exchange for \$4 million, along with a Put Agreement in which MediGain agreed to repurchase the Class W Units upon the exercise of a put option provided to the Subordinated Noteholders. The Subordinated Noteholders are:

- a. Prudential Capital Partners IV, L.P.,
- b. Prudential Capital Partners (Parallel Fund) IV, L.P.,
- c. Prudential Capital Partners Management Fund IV, L.P., and
- d. PCP Healthcare Revenue Cycle Holding, L.P.

MediGain currently owes approximately \$20.8 million to the Subordinated Noteholders (the “**Subordinated Indebtedness**”). The Subordinated Indebtedness is unsecured.

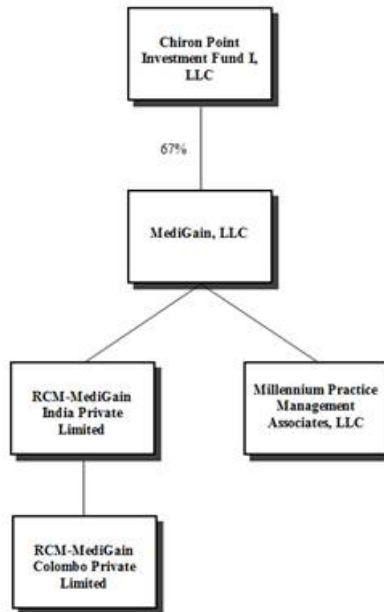
Millennium Acquisition in 2014

WHEREAS, approximately \$13.4 million of the proceeds of the Senior Secured and Subordinated Notes were used by MediGain for the acquisition of Millennium, now a wholly owned subsidiary of MediGain.

WHEREAS, Millennium is headquartered in Upper Saddle River, New Jersey. Millennium provides services similar to those provided by MediGain, including outsourced medical billing and collection services to medical professionals in office-based settings, including cardiology, neurology, nephrology, urology, and internal medicine specialties.

WHEREAS, Millennium guaranteed MediGain’s Senior Secured Indebtedness and Subordinated Indebtedness. Millennium has pledged substantially all of its assets to secure its guaranty obligations to the Senior Secured Noteholders (the “**Millennium Guaranty**”). Its guaranty obligation to the Subordinated Noteholders is unsecured.

WHEREAS, the organizational chart for MediGain is currently as follows:



Defaults/Forbearance Agreements

WHEREAS, in January 2015, MediGain began defaulting on required payments to the Senior Secured Noteholders. On April 15, 2015, June 9, 2015, October 2, 2015, January 14, 2016 and February 2, 2016, MediGain and/or Millennium entered into Forbearance Agreements with the Senior Secured Noteholders. The fifth Forbearance Agreement expired on April 30, 2016, and interest then began accruing at the default rate.

WHEREAS, in February 2016, faced with decreasing revenues and severe financial distress, including approximately \$13 million of defaulted Senior Secured Indebtedness, and approximately \$20.8 million of defaulted Subordinated Indebtedness, MediGain and Millennium retained TKO Miller, LLC to provide it with investment banking services to market for sale substantially all of the assets of MediGain and Millennium. All of the indications of interests and proposals from potential purchasers were for an amount significantly less than the Senior Secured Indebtedness.

Sale of Senior Secured Indebtedness

WHEREAS, on and effective as of the Effective Date, the Senior Secured Noteholders have transferred and assigned all of their right, title and interests in and to the Senior Secured Indebtedness, under the Loan Documents and in the Millennium Guaranty, to MTBC.

Analysis of Available Options

WHEREAS, based on the results of the sales process conducted by TKO Miller, LLC and the historical and projected earnings of MediGain, the Debtors' Boards of Managers acknowledge that the MediGain and Millennium assets are worth less than the Senior Secured Indebtedness, and certainly less than the combined Senior Secured Indebtedness and the Subordinated Indebtedness. Accordingly, the Debtors' Boards of Managers now acknowledge that there is not enough value to repay the Senior Secured Indebtedness in full, and insufficient asset value for any recovery for the Subordinated Noteholders, the other unsecured creditors and the equity owners of MediGain. After consulting with counsel and MediGain's management, and in light of the estimated MediGain asset values and the historical and projected EBITDA of MediGain, the Boards of Managers now acknowledge that:

- a. The Debtors cannot continue to operate in the normal course of business with their current capital structure and near-term prospects;
- b. The Debtors can only service a fraction of the existing Senior Secured Indebtedness, and certainly none of the Subordinated Indebtedness;
- c. Any restructuring of the Debtors' current capital structure would require forgiveness of all of the Subordinated Indebtedness, as well as the conversion of a significant portion of the Senior Secured Indebtedness to equity (which would, of course, require the extinguishment of all existing equity);
- d. A sale of the Debtors' assets would provide no value or recovery for the Subordinated Noteholders, the other unsecured creditors and the equity owners; and
- e. The Debtors do not have sufficient funds to finance a Chapter 11 bankruptcy proceedings and, even if the Debtors could finance a bankruptcy proceeding, the main benefit of such a proceeding would be to provide the Debtors with time to either formulate and propose a plan of reorganization or to conduct a "§363 sale" of their assets. The Board of Managers believes that Chapter 11 proceedings would result in the loss of significant clients and revenues, and therefore would significantly reduce the Debtors' asset values and projected earnings. Accordingly, the Board of Managers has determined that bankruptcy filings would pose a real and imminent threat to their business operations and reduce the value of their assets.

Proposed Strict Foreclosure Agreement

WHEREAS, since the Debtors have not been able to formulate a viable restructure plan, MTBC, the current owner and holder of the Senior Secured Indebtedness, has proposed that the Debtors transfer the foreclosed collateral securing the Senior Secured Indebtedness other than the Retained Assets (defined below), which are more fully described on **Exhibit A** (the "**Foreclosed Collateral**"), to MTBC in full satisfaction of the Senior Secured Indebtedness pursuant to Article 9-620 of the Uniform Commercial Code (i.e., a "strict foreclosure") (the "**Proposal**"). With no viable alternatives available, the Debtors elected to negotiate this strict foreclosure agreement with MTBC in which the Debtors will provide their consent to the Proposal in exchange for MTBC's agreement:

- a. to allow the Debtors to retain their cash to pay orderly wind down expenses of the Debtors (including preparation and filing of final tax returns);
- b. to assume certain of the Debtors' executory contracts;
- c. to assume and pay certain of the Debtors' outstanding non-insider and undisputed trade payables incurred in the ordinary course of business, in an aggregate amount of not more than \$650,000 (which may include amounts due under executory contracts referenced in b hereof); and
- d. to offer employment at will to certain of the Debtors' employees and to assume substantially all accrued but unpaid wages, vacation and other employee benefits due employees, in an aggregate amount of not more than \$500,000.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full and made a part of this Agreement.

2. **Transfer of Foreclosed Collateral to MTBC in Satisfaction of Senior Secured Indebtedness.** Pursuant to Section 9-620 of the Uniform Commercial Code, by the execution of this Agreement, the Debtors hereby voluntarily transfer, convey and assign to MTBC all of the Debtors' legal, equitable and beneficial right, title and interest in and to the Foreclosed Collateral, and the Debtors consent, without any objection of any kind or nature, to the acceptance of the Foreclosed Collateral, and MTBC agrees by the execution of this Agreement that such transfer is in full satisfaction, payment and release of the Senior Secured Indebtedness and the Millennium Guaranty. (All references to the Uniform Commercial Code are deemed to be references to the Uniform Commercial Code in effect in the State of Texas as of the date of this Agreement (the "UCC") unless otherwise specifically indicated.) The Debtors further agree that they shall execute or deliver to MTBC such further instruments or documents, or take such further action, as is necessary or desirable to MTBC to accomplish the transfer of the Foreclosed Collateral contemplated hereby. MTBC agrees that it shall execute and deliver to the Debtors such further instruments or documents, or take such action, as is necessary or desirable to evidence the full satisfaction and payment of the Senior Secured Indebtedness and the Millennium Guaranty as provided herein. Without limiting the foregoing, upon execution of this Agreement, the Debtors shall deliver to MTBC all certificates and instruments representing or evidencing the equity interest in the Debtors' subsidiaries. For the avoidance of doubt, Foreclosed Collateral shall include all funds received by the Debtors on or after October 1, 2016 through the Effective Date.

3. **Acceptance of the Foreclosed Collateral in Full Satisfaction of Senior Secured Indebtedness** MTBC hereby accepts the transfer of all of the Debtors' rights, title and interests in and to the Foreclosed Collateral in payment, satisfaction and release of the Senior Secured Indebtedness and the Millennium Guaranty pursuant to Section 9-620 of the UCC and other applicable laws.

4 . **Retained Assets.** Notwithstanding anything contained herein to the contrary, the Debtors are allowed to retain, and MTBC releases its liens and security interests, in (i) cash (which shall not include any funds received by a Debtor on or after October 1, 2016 through the Effective Date), (ii) all causes of action against Mr. Dinesh Butani, Mr. Greg Hackney and their affiliates arising prior to the Effective Date, (iii) all personal property and real property leases of the Debtors that are not Assumed Contracts, and (iv) all insurance policies.

5 . **Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement, and in consideration of the Debtors' consent to MTBC's Proposal and strict foreclosure as provided herein, MTBC agrees to assume, pay, perform, and discharge promptly when payment or performance is due or required the following liabilities and obligations of the Debtors (the "**Assumed Liabilities**"):

(a) all claims, liabilities and obligations related to or arising out of MTBC's operation of the business or the Foreclosed Collateral arising from and after the Effective Date;

(b) the accrued, non-insider and undisputed normal course of business payables listed on **Exhibit B** in the amounts set forth therein (which may include amounts due under executory contracts referenced in Section 5(e) hereof); provided, however, that in no event shall the Assumed Liability under this Section 5(b) exceed the amount of \$650,000 in the aggregate, nor shall MTBC be deemed to have assumed any liability described in this paragraph to the extent that assumption of such liability would cause MTBC to incur Assumed Liabilities under this Section 5(b) in excess of \$650,000;

(c) all claims, liabilities and obligations due and owing as of the Effective Date under each of the executory contracts (including Medical Billing Agreements) listed on **Exhibit C** (collectively, the "**Assumed Contracts**");

(d) (i) to the extent accrued through September 30, 2016, certain claims, liabilities and obligations of the Debtors to all employees of the Debtors and to assume, pay, perform and discharge, all liabilities for accrued severance, vacation, salary, wages, bonuses, applicable payroll taxes, employee benefits (whether or not relating to or arising from any employee benefit plan), and any liabilities arising under, in connection with, or relating to any employee benefit plans, in each case in the amounts listed on **Exhibit D**; provided, however, that in no event shall the Assumed Liability under this Section 5(d)(i) exceed the amount of \$500,000 in the aggregate, nor shall MTBC be deemed to have assumed any liability described in this Section 5(d)(i) to the extent that assumption of such liability would cause MTBC to incur Assumed Liabilities under this paragraph in excess of \$500,000; and (ii) to the extent accrued on or after October 1, 2016, claims, liabilities and obligations of the Debtors to all employees of the Debtors and to assume, pay, perform and discharge, all liabilities for accrued severance, vacation, salary, wages, bonuses, applicable payroll taxes, employee benefits (whether or not relating to or arising from any employee benefit plan), and any liabilities arising under, in connection with, or relating to any employee benefit plans; and

(e) all transfer taxes, if any, arising from this transaction.

6 . **Excluded Liabilities.** Notwithstanding any other provision of this Agreement to the contrary, MTBC is assuming only the Assumed Liabilities and is not assuming any other liability, indebtedness, payable, claim against or obligation of the Debtors whether presently in existence or arising hereafter, whether or not arising out of or relating to the conduct of the Debtors' businesses or associated with or arising from any of the Foreclosed Collateral or any other rights, properties or assets used in or associated with the Debtors' businesses at any time, and whether legal or equitable, matured, fixed or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, or whether arising out of occurrences prior to, at or after the Effective Date, and whether or not such liabilities or obligations are disclosed in this Agreement, all of which, including the liabilities set forth below, shall be retained by and remain obligations and liabilities of the Debtors, including the following (all such liabilities and obligations not being assumed being herein referred to as the "**Excluded Liabilities**"):

(a) except as expressly set forth in Section 5, all liabilities and accrued costs and expenses arising from or related to the operation of the Debtors' businesses or the operation or condition of the Foreclosed Collateral prior to the Effective Date or from facts, actions, omissions, circumstances, or conditions existing, occurring or accruing prior to the Effective Date, including any such liabilities in excess of the amounts specified in Section 5(b) and 5(d);

(b) all claims, liabilities and obligations relating to or otherwise arising, whether before, on or after the Effective Date, out of, or in connection with any contract not identified as an Assumed Contract listed on Exhibit C of this Agreement;

(c) all employee related liabilities and obligations not assumed pursuant to Section 5(d), including any portion of the Debtors' final payroll in excess of the Assumed Liability described in Section 5(d) above;

(d) all federal, state, local or foreign taxes of the Debtors or any of their affiliates, including taxes imposed on the Debtors under Section 956 of the Internal Revenue Code and taxes imposed on the Debtors under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign tax law, other than transfer taxes expressly payable by MTBC pursuant to Section 5 of this Agreement;

(e) all liabilities arising from or related to any action, arbitration, audit, hearing, administrative proceeding, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) against any Debtor or any of its affiliates, pending or threatened, or with respect to any fact, action, omission, circumstance or condition existing, occurring or accruing prior to the Effective Date;

(f) all liabilities arising in connection with any violation of any applicable law or order relating to the period prior to the Effective Date;

(g) all liabilities of the Debtors in respect of indebtedness arising prior to the Effective Date (other than claims arising out of or related to an Assumed Contract as provided for in Section 5 hereof);

(h) all warranty or product liability obligations of the Debtors;

(i) any employment-related grievance, personal injury claim or other claim of any former or current employee, officer, agent, consultant, independent contractor or subcontractor of any Debtor sustained during any period or in connection with an event occurring on or prior to the Effective Date, including workers' compensation claims;

(j) any unpaid fees, expenses and other similar amounts in connection with or arising from the provision of services on behalf of the Debtors in connection with this Agreement and the transactions contemplated hereby, including any investment banking, accounting, advisory, broker's, finder's, escrow agent or legal fees or fees paid or owed to TKO Miller, LLC or any other Person; and

(k) all liabilities of the Debtors under this Agreement.

7. **Transition Services Agreement.** On the Effective Date, the Debtors shall enter into the Transition Services Agreement, in the form attached hereto as **Exhibit E** with MTBC, to allow MTBC to utilize certain facilities and equipment of the Debtors for a limited period of time, not to exceed ninety (90) days after the Effective Date, all on the terms and subject to the cost and expense reimbursement and indemnification obligations of MTBC that are set forth in the Transition Services Agreement.

8. **Access.** On and after the Effective Date, upon reasonable advance notice, MTBC will afford the Debtors and their counsel, advisors and other agents reasonable access at reasonable times during normal business hours to MTBC's properties, books, records, employees, auditors and counsel to the extent reasonably necessary (a) for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any tax returns, reports or forms, and the defense of any tax audit, claim or assessment, in each case relating to the Debtors, the Foreclosed Collateral, and the ownership of the Foreclosed Collateral and operation of the Debtors' businesses prior to the Effective Date, (b) to permit the Debtors to determine any matter relating to their rights and obligations hereunder and (c) any other reasonable business purpose related thereto; provided, however, that any such access by the Debtors shall not unreasonably interfere with the conduct of the business of MTBC. The Debtors will hold, and will cause their officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning MTBC provided to them pursuant to this section.

9. **Employee Matters.**

(a) MTBC agrees to use its good faith efforts to offer "at will" employment to at least 80% of the employees of the Debtors as of the date hereof (such hired employees, the "**Transferred Employees**"). Nothing herein shall prohibit MTBC from terminating the employment of any Transferred Employee and all associated benefits after the date hereof.

(b) MTBC shall maintain employee records transferred to MTBC hereunder for a period of not less than four (4) years and during that period will afford the Debtors reasonable access to such records during MTBC's normal business hours. MTBC shall maintain the confidentiality of such records and limit access thereto in a manner consistent with MTBC's treatment of its employee records.

10. **WARN Act.**

(a) From and after the Effective Date, MTBC shall assume all obligations and liabilities, if any, for the provision of notice or payment in lieu of notice and any applicable penalties under the WARN Act or any similar state or local law arising as a result of this Agreement. MTBC hereby agrees to indemnify the Debtors against and agrees to hold the Debtors harmless from any and all expenses, losses, claims and damages incurred or suffered by the Debtors with respect to the WARN Act or any similar state of local law arising as a result of MTBC's breach of this Agreement.

(b) MTBC shall not, at any time prior to ninety (90) days after the Effective Date, effectuate a “plant closing” or “mass layoff” as those terms are defined in the WARN Act without complying fully with the WARN Act.

11. **Effect of Transfer and Acceptance of Transferred Foreclosed Collateral**

(a) The Parties acknowledge and agree that this Agreement constitutes notice by MTBC and receipt and consent by the Debtors of MTBC’s Proposal to retain the Foreclosed Collateral in full satisfaction of the Senior Secured Indebtedness. This Agreement also constitutes the Debtors’ post-default waiver and renunciation of all of their rights under Article 9, subdivision 6, of the UCC (including Section 9-620). Upon execution of this Agreement, the Senior Secured Notes shall be marked satisfied and surrendered to the Debtors.

(b) The Debtors: (a) agree that they have received notice sufficient for compliance with Sections 9-620 and 9-621 of the UCC and, in the alternative, hereby expressly waive (i) any requirement for receipt of such notice and any right to notification of sale, transfer, conveyance or surrender of the Foreclosed Collateral pursuant to Sections 9-620 and 9-621 of the UCC, and (ii) any remedies, rights, defenses or actions they might have as a result of failure to have received such notice; (b) waive the right to redeem the Foreclosed Collateral under Section 9-623 of the UCC or otherwise; (c) waive any right to object to the sale, transfer, conveyance or surrender of the Foreclosed Collateral pursuant to Section 9-620 of the UCC or otherwise; (d) waive any obligation of MTBC to dispose of the Foreclosed Collateral; (e) waive any other right, whether legal or equitable, that they may have in and to the Foreclosed Collateral; and (f) agree that the transactions contemplated herein are commercially reasonable. The Debtors acknowledge and agree that the waivers set forth in this Section and elsewhere in this Agreement constitute material consideration for the agreement of MTBC to execute and deliver this Agreement.

12. **Segregation and Delivery of Foreclosed Collateral by the Debtors**. The Debtors shall hold for the benefit of, and in trust for, MTBC all proceeds of the Foreclosed Collateral. From and after the Effective Date, the Debtors will remit to MTBC immediately any such proceeds and shall not commingle proceeds with its other property.

13. **Acknowledgement of Obligations**

(a) Each Debtor hereby acknowledges, confirms, and agrees that based on existing defaults and events of default, it is unconditionally liable to MTBC for the full and immediate payment of all of the Senior Secured Indebtedness, plus all interest, charges, fees, costs, and expenses that may arise under the Credit Agreement and other Loan Documents, plus all attorneys’ fees, disbursements, and costs of collection incurred in connection with such Senior Secured Indebtedness, and that the Debtors have no defenses, counterclaims, or set-offs with respect to the full and immediate payment and performance of any or all of the Obligations under the Loan Documents.

(b) Each Debtor hereby further acknowledges, confirms, and agrees that (i) there have been and currently exist multiple defaults and events of default under the Loan Documents, which constitute material defaults under the Loan Documents, (ii) any notice that might be given and any grace period or cure period that must expire, prior to the secured parties’ exercising any of their respective rights or remedies in connection with the Loan Documents, have been given, complied with, and expired and, in any event, are hereby waived and relinquished by such Debtor, and (iii) as a consequence, MTBC is now entitled immediately to exercise all of its respective rights and remedies under the applicable loan documents, at law, and in equity.

(c) Each Debtor hereby further acknowledges, confirms, and agrees (i) that as a result of existing defaults and events of default, MTBC has no commitment, obligation, or agreement to make loans or other financial accommodations to such Debtor, (ii) that all such commitments, obligations, and agreements have terminated, (iii) MTBC has not waived, and this Agreement shall not and shall not be deemed or construed to waive, any existing default or event of default, and (iv) that nothing contained herein or in the transactions contemplated hereby shall or shall be deemed or construed to constitute any such waiver.

14. **Acknowledgement of Security Interests** Each Debtor hereby acknowledges, confirms, and agrees (i) that MTBC holds valid, enforceable, and perfected first-priority liens on and security interests in the Foreclosed Collateral, including the Foreclosed Collateral, (ii) that the Foreclosed Collateral secures payment and performance of the Senior Secured Indebtedness, (iii) that Lender is entitled to immediately proceed to foreclose upon the Foreclosed Collateral and to exercise each of Lender's other rights and remedies set forth in the Note, the Security Agreement and the other Loan Documents as provided by the Texas Uniform Commercial Code, and (iv) that each Debtor shall take no action to challenge, limit, or dispute such liens or security interests, the obligations, the Debtors' defaults or events of default, or MTBC's rights and remedies in connection therewith.

15. **The Debtors' Consent to Strict Foreclosure and Acceptance of the Proposal**

(a) Pursuant to Section 9-620 of the UCC, effective immediately upon MTBC's receipt of each Debtor's countersignature hereto (which shall constitute each Debtor's consent to strict foreclosure and acceptance of MTBC's Proposal, on the terms and conditions hereof), MTBC shall accept the Foreclosed Collateral. For the avoidance of doubt, MTBC's Proposal does not apply to any personal property in the possession of the Debtors that is not Foreclosed Collateral. Such acceptance by MTBC and delivery thereof by the Debtors (on the terms set forth herein), shall constitute partial satisfaction of the obligations owed to MTBC under the Senior Secured Notes and the other Transaction Documents (as defined in the Credit Agreement).

(b) Each Debtor hereby acknowledges, confirms, and agrees that it received the MTBC Proposal and that, by countersigning this Agreement, such Debtor knowingly and irrevocably (i) accepts MTBC's Proposal in accordance with the terms and conditions hereof, and such Debtor further acknowledges, confirms, and agrees that it shall have no further right to object to the terms and conditions set forth herein and that MTBC shall retain the Foreclosed Collateral in full satisfaction of the Senior Secured Indebtedness, as described herein, (ii) waives any and all rights to notice it has or may have under Section 9-601, et seq., Part 6 of the UCC, including all rights under Section 9-620 to receive notice of the proposed retention of the Foreclosed Collateral or subsequent disposition of same, or to the full extent of the law, any other notice or right they may have arising under or pursuant to this or any other section of the UCC or otherwise, (iii) waives all of such Debtor's rights to redeem any of the Foreclosed Collateral under Section 9-623 of the UCC, and (iv) waives any claim of surplus or any claim that the MTBC's Proposal was not made or accepted in good faith, or any other claim, objection, opposition, or challenge in connection with MTBC's Proposal or such Debtor's acceptance. Each Debtor hereby irrevocably covenants not to raise any objection, opposition, or challenge in connection with MTBC's Proposal, the acceptance thereof by such Debtor, or otherwise with respect to the Foreclosed Collateral.

(c) Each Debtor hereby further acknowledges, confirms, and agrees that it shall cooperate fully with MTBC and its agents, successors, assigns, and designees in connection with the MTBC's Proposal and this Agreement, and shall take such actions, and sign and deliver such documents, as requested by MTBC in order to effectuate the same, including but not limited to the transfer to, and registration in the name of MTBC of the stock of RCM-MediGain India and delivery of possession and title of the Foreclosed Collateral to MTBC.

(d) Pursuant to authority provided to the Senior Secured Lender under the Loan Documents, MTBC agrees to vote and execute documents evidencing its vote of the pledged membership interests in MediGain, to approve MediGain's consent to the MTBC Proposal.

16. **Bankruptcy Matters.**

(a) Factual Background. Each Debtor stipulates, acknowledges, and agrees that:

(i) If the Debtors fail to perform their obligations under this Agreement and file, or have filed against them, a case under title 11 of the United States Code (the "**Bankruptcy Code**"), such a filing could delay MTBC's disposition of the Foreclosed Collateral. In that event, each Debtor stipulates and agrees that cause exists for relief from the automatic stay imposed by section 362 of the Bankruptcy Code or any similar provision of law, including any right to seek relief under section 105 of the Bankruptcy Code.

(ii) The Foreclosed Collateral is not necessary to an effective reorganization of the Debtor because an effective reorganization is not possible.

(iii) The Debtors cannot provide "adequate protection" (as defined in section 361 of the Bankruptcy Code) of MTBC's security interest in the Foreclosed Collateral to the extent necessary to satisfy sections 361 and 362(d)(1) of the Bankruptcy Code.

(b) Each Debtor makes the foregoing acknowledgments with the understanding and desire that they be treated as admissions in connection with any proceeding for relief from the automatic stay or any similar legal process by which MTBC may seek leave to foreclose or to exercise any other remedy against the Foreclosed Collateral in any subsequent bankruptcy or other proceeding that involves any Debtor.

(c) Relief from Automatic Stay. Based on the foregoing factual background, each Debtor agrees that, in the event that it shall (i) seek in any case filed under the Bankruptcy Code by or against any Debtor any relief that has the effect of modifying or limiting MTBC's rights hereunder in any bankruptcy court or other court of competent jurisdiction or, (ii) seek, consent to, or acquiesce in the appointment of any trustee, receiver, conservator or liquidator, or (iii) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed by or against it for any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law relating to bankruptcy, insolvency or relief for the Debtor, then MTBC shall thereupon be entitled to relief from:

(i) Any automatic stay imposed by section 362 of the Bankruptcy Code, as amended, on or against the rights and remedies otherwise available to Lender, and

(i i) Any other similar provision of law that has the effect of modifying or limiting MTBC's right to exercise its rights and remedies under this agreement and the Loan Documents. Each Debtor hereby further agrees (i) to take or consent to any and all action necessary to effectuate such relief from the automatic stay or other provision of law, and (ii) that it waives its rights to seek any injunctive relief under section 105 of the Bankruptcy Code or otherwise, any other rights, or the filing of a subsequent proceeding by any Debtor with respect to any acts by Lender to enforce rights in the Foreclosed Collateral.

(d) Provided each Debtor is vigorously opposing the relief sought, the foregoing consent and waiver shall not apply to an involuntary petition filed against any Debtor until and unless a final order for relief is entered; provided, however, that nothing set forth herein shall prevent MTBC from seeking relief from the automatic stay or any other relief.

17. **Representations and Warranties.**

(a) MTBC hereby represents and warrants to the Debtors that (i) it has full power and authority to execute, deliver, and perform its obligations under this Agreement and the documents related hereto, and (ii) the execution, delivery, and performance of this Agreement and such documents has been duly authorized and approved and does not require any further authorization or consent of MTBC.

(b) The Debtors hereby represent and warrant, jointly and severally, to MTBC as follows:

(i) General. Each Debtor (i) has read and fully understands the terms and conditions of this Agreement and its acceptance of MTBC's Proposal and (ii) has consulted with, has received the advice of, and has been represented with respect to the subject matter hereof by counsel of such Debtor's own choosing, prior to countersigning. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and have each been represented by respective legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or not favoring any party by virtue of the authorship of any of the provisions of this Agreement.

(i i) Board Resolutions. The Board of Managers for each Debtor has executed resolutions adopted by duly authorized, valid, unanimous written consent on September 28, 2016, relating to, among other things, the acceptance, authorization, execution, delivery, and performance of the Proposal and this Agreement and all other agreements and documents to be executed in connection therewith. All such resolutions are in full force and effect on the date hereof in the form in which adopted without amendment, modification, or revocation, and no other or further resolution or action by the board of managers of each Debtor or any committee thereof has been adopted relating to the acceptance, authorization, execution, delivery, or performance of this Agreement or the transactions contemplated hereby and herein.

(i i i) Audit. The Debtors acknowledge that MTBC will be required to file a Form 8-K within 74 days of this Agreement, containing the results of a completed audit of the Debtors' consolidated financial statements for 2014 and 2015 in conformity with Generally Accepted Accounting Principles and the controlling requirements of the United States Securities and Exchange Commission ("SEC") Rule 3-05 of Regulation S-X. Promptly following the execution of this Agreement, the Debtors shall, at MTBC's cost and expense, support MTBC in obtaining an audit that satisfies the requirements of GAAP and the Securities and Exchange Commission. Debtors shall also, at MTBC's cost and expense, support MTBC in obtaining reviewed financial statements by quarter for all quarterly periods in 2015 and 2016 through September 30, 2016.

(iv) Organization: Transferred Subsidiaries.

(1) MediGain is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Texas, and Millennium is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of New Jersey, and each has the limited liability company power and authority, and is duly qualified or licensed in each jurisdiction where necessary in order, to own, lease and operate the Foreclosed Collateral, and to carry on in all material respects the Business as now being conducted and in all jurisdictions in which the Business is now being conducted.

(2) To the Knowledge of the Debtors, RCM-MediGain India and RCM-MediGain Colombo Private Limited are private limited companies duly incorporated, validly existing and in good standing under the laws of India and Sri Lanka, respectively. The Transferred Subsidiaries have all requisite company power and authority, and are duly qualified or licensed in each jurisdiction where necessary in order, to own, lease and operate their respective portions of the Foreclosed Collateral, and to carry on in all material respects their respective business as now being conducted and in all jurisdictions in which the business is now being conducted. The Debtors have delivered or made available to MTBC true, complete and correct copies of the organizational and constituent documents of the Transferred Subsidiaries. To the Knowledge of the Debtors, the assets pledged to secure the Senior Secured Notes include 100% of the stock of RCM-MediGain India, and is therefore included in the Foreclosed Collateral. However, if all or any of the stock of RCM-MediGain India is not validly pledged, MediGain hereby sells, transfers and conveys all of its ownership interest in RCM-MediGain India to Buyer for \$100.

(3) To the Knowledge of the Debtors, all of the outstanding capital stock of, or other equity or voting securities or ownership or voting interests in, RCM-MediGain India are duly authorized, validly issued, fully paid and non-assessable and not subject to any pre-emptive or similar rights and wholly-owned by MediGain, free of any limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity or voting securities or ownership or voting interests). There are no (i) issued, reserved for issuance or outstanding securities of the Transferred Subsidiaries convertible into or exchangeable for shares of capital stock or other equity or voting securities of or ownership or voting interests in the Transferred Subsidiaries, (ii) warrants, calls, options or other rights, commitments, agreements or understandings, whether written or oral, to acquire from any Debtor or the Transferred Subsidiaries, or other obligations of any Debtor or the Transferred Subsidiary to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any capital stock or other equity or voting securities of or ownership or voting interests in, or any securities convertible into or exchangeable for any capital stock or other equity or voting securities of or ownership or voting interests in, the Transferred Subsidiaries, including any agreements granting any preemptive rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any equity or voting securities of or ownership or voting interest in the Transferred Subsidiaries, or (iii) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other equity or voting securities of or ownership or voting interests in, the Transferred Subsidiaries (the items in clauses (i) through (iii) being referred to collectively as the "**Transferred Subsidiaries Securities**"). Neither the Debtors nor the Transferred Subsidiaries are a party to any agreement, arrangement or understanding with respect to the voting of any Transferred Subsidiaries Securities (including voting trusts and proxies) or sale or transfer of any Transferred Subsidiaries Securities.

(v) Governmental Authorization. Except as disclosed on Schedule A, the execution, delivery and performance by the Debtors of this Agreement and the consummation of this Agreement by the Debtors require no action by or in respect of, or filing with, any Governmental Authority other than any such action or filing as to which the failure to make or obtain would not have a Material Adverse Effect on the Foreclosed Collateral or the Debtors' business.

(vi) Noncontravention. To the Knowledge of the Debtors, the execution, delivery and performance by the Debtors of this Agreement do not and will not (a) violate any of the Debtors or Transferred Subsidiaries' certificates of formation, as amended, operating agreements, or other corporate or organizational documents, (b) materially violate any applicable Law, or (c) result in the creation or imposition of any Lien on any Foreclosed Collateral.

(vii) Required Consents. ~~Intentionally deleted.~~

(viii) Financial Statements.

(1) Schedule B sets forth the unaudited balance sheets, statements of profit or loss, and statements of cash flow of each Debtor for each of the fiscal years ended as of December 31, 2014 and December 31, 2015, together with 2016 financials for the eight months ending August 31, 2016. To the Knowledge of the Debtors, the financial statements included in Schedule B are accurate and complete in all material respects and present fairly in all material respects the financial position of the Debtors as of the respective dates thereof and the results of operations and cash flows of Debtors for the periods covered thereby.

(2) Schedule D sets forth the Debtors' Accounts Receivable as of the Effective Date. Neither Debtor has taken any action, or omitted to take any action, substantially for the purpose of artificially manipulating the amount of the Accounts Receivable as of the Effective Date.

(i x) Litigation. To the Knowledge of the Debtors, except as disclosed in detail on Schedule E, there is no Action pending against, or threatened against or by, a Debtor or Transferred Subsidiary before any Governmental Authority (a) relating to or affecting, a Debtor or Transferred Subsidiary, the Foreclosed Collateral or the Assumed Liabilities, that involves an assertion or claim by a party of liability in excess of \$25,000 or that is otherwise reasonably likely to have a Material Adverse Effect or (b) that in any manner challenges or seeks to prevent, enjoin, alter or materially delay any action required by any Party under this Agreement.

(x) Permits. To the Knowledge of the Debtors, Schedule F sets forth a list of all Permits required to conduct and operate the Debtors' and Transferred Subsidiaries' Business as currently conducted by the Debtors and Transferred Subsidiaries', including the names of the Permits and, if available, their respective dates of issuance and expiration. To the Knowledge of the Debtors, each such Permit is valid and in full force and effect and, all fees and charges with respect to such Permits as of the date hereof have been paid in full. Except as set forth on Schedule F, to the Knowledge of the Debtors, (a) each Debtor or Transferred Subsidiary is in material compliance with the terms and requirements of each such Permit; (b) no written notice of violation of any Permit has been received from any Governmental Authority and no Legal Proceeding is pending seeking to revoke or limit any such Permit; and (c) no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Schedule F.

(x i) Undisclosed Liabilities. To the Knowledge of the Debtors, the Debtors and Transferred Subsidiaries have no Liabilities with respect to the Debtors' and Transferred Subsidiaries' Businesses, except (a) those which are adequately recorded or reserved for in the Balance Sheet, (b) those which have been incurred in the ordinary course of business since the Interim Balance Sheet Date, and (c) those set forth on Schedule G.

(x i i) Absence of Changes. Except as set forth on Schedule H and except for such actions that would not be reasonably expected to result in a Materially Adverse Effect, since the Interim Balance Sheet Date, the Debtors and Transferred Subsidiaries have not, other than in the ordinary course of business consistent with past practice, taken any of the following actions:

- (1) sold, transferred, assigned, leased, subleased, licensed, or otherwise disposed of any of their assets, tangible or intangible, owned, leased, or licensed, with a value in excess of \$10,000 individually or \$50,000 in the aggregate;
- (2) accelerated the collection of any of their Accounts Receivable;
- (3) made any changes to any of their methods of accounting or methods of reporting revenue and expenses or accounting practices, or write up, write down, or write off the book value of any Purchased Asset(s) other than, in each case, as required by GAAP or applicable Law;
- (4) created, incurred, or permitted to arise any Lien on any of the Foreclosed Collateral, other than Permitted Liens and Liens that will be released upon the Closing;
- (5) made any capital expenditure (or series of related capital expenditures) involving more than \$100,000;
- (6) made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions);
- (7) canceled, compromised, waived, or released any right or Action (or series of related rights and Actions);
- (8) experienced any material casualty, damage, struction, or loss (whether or not covered by insurance) to any of the Foreclosed Collateral;
- (9) accelerated, terminated, materially modified or canceled of any Assumed Contract or Permit; or

(10) entered into, agreed to enter into, offered to enter into, or amended or modified, whether verbally, orally, or by any other means, any Contract to do any of the foregoing.

(xiii) Intellectual Property Rights. Schedule I sets forth an accurate and complete list of all Registered Intellectual Property Rights included in the Foreclosed Collateral. Except as set forth on Schedule I, to the Knowledge of the Debtors, there exist no outstanding challenges to the ownership and use by the Debtors of the Registered Intellectual Property Rights, nor any alleged infringements of such Registered Intellectual Property Rights by third parties. Except as set forth on Schedule I, none of the Registered Intellectual Property Rights included in the Foreclosed Collateral have been licensed by the Debtors to any other Person.

(xiv) Compliance with Laws and Court Orders. To the Knowledge of the Debtors, the Debtors and Transferred Subsidiaries are, and have been at all times during the two (2) years prior to the Effective Date, in material compliance with all Laws applicable to the Foreclosed Collateral, the Assumed Liabilities, and the conduct of the Business, except for violations which would not reasonably be expected to have a Material Adverse Effect. During the two (2) years prior to the Effective Date, the Debtors have not received any written notice from any Governmental Authority that any violation of such Laws exist, except for such violations as have been dismissed or otherwise finally resolved and except for violations which would not reasonably be expected to have a Material Adverse Effect.

(xv) Real Property. Schedule J sets forth the address and description of all Leased Real Property, and a true and complete list of all leases pursuant to which and the Debtor or Transferred Subsidiaries holds any Leased Real Property (collectively, the "Leases"). The Debtors have delivered to MTBC a true and complete copy of each Lease. With respect to each Lease and to the Knowledge of the Debtors:

(1) such Lease is valid, binding, enforceable and in full force and effect, and the Debtors enjoy peaceful and undisturbed possession of the Leased Real Property;

(2) The Debtors and Transferred Subsidiaries are not in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Debtors and Transferred Subsidiaries have paid all rent due and payable under such Lease; and

(3) The Debtors and Transferred Subsidiaries have not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by a Debtor under any of the Leases and, to the Knowledge of the Debtors, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto.

(xvi) Tax Matters.

(1) No material deficiency for any amount of Taxes has been proposed, asserted or assessed in writing or, to the Knowledge of the Debtors, other than in writing, by any Governmental Authority against any Debtor or Transferred Subsidiaries with respect to the Foreclosed Collateral or the Assumed Liabilities that remains unpaid.

(2) There are no Liens for Taxes upon any Foreclosed Collateral or employee benefits.

(3) No written claim has been received by any Debtor or Transferred Subsidiaries from an authority in a jurisdiction where such Debtor or Transferred Subsidiaries do not file Tax Returns claiming that such Debtor or Transferred Subsidiaries are or may be subject to taxation in that jurisdiction, which claim, if successfully asserted, could reasonably be expected to result in any material liability for Taxes.

(xvii) Personnel Matters.

(1) Schedule K contains an accurate and complete list of the names, job classifications, base compensation, and any supplemental or bonus compensation (including any retention bonus arrangements) for all salaried employees of any Debtor or Transferred Subsidiary (the “**Current Employees**”).

(2) Except as set forth in Exhibit D and except as would not be reasonably expected to have a Material Adverse Effect, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the Debtors or Transferred Subsidiaries for services performed on or prior to the Effective Date have been paid in full or shall be paid by the Debtors in full in the ordinary course of business and there are no outstanding agreements, understandings or commitments of any Debtor or Transferred Subsidiaries with respect to any compensation, commissions or bonuses.

(3) To the Knowledge of the Debtors and except as would not be reasonably expected to have a Material Adverse Effect, the Debtors and Transferred Subsidiaries are, and have been for the two (2) years prior to the Effective Date, in compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees of the Debtors and Transferred Subsidiaries, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers’ compensation, leaves of absence and unemployment insurance. To the Knowledge of the Debtors and except as would not be reasonably expected to have a Material Adverse Effect, all employees of the Debtors classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. There are no Actions against a Debtor or Transferred Subsidiaries pending, or to the Knowledge of the Debtors, threatened to be brought or filed, by or with any Governmental Authority in connection with the employment of any current or former applicant, employee, consultant or independent contractor of the Debtors or Transferred Subsidiaries, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wages and hours or any other employment related matter arising under applicable Laws.

(xviii) Customers. Schedule M lists all Customers for 2015 and 2016 year-to-date and sets forth opposite the name of each such Customer, the monthly net revenues attributable to each such Customer, the Debtors’ Accounts Receivable aging relative to each such Customer divided into 30/60/90+ aging buckets, together with a representation of whether each such Customer is presently in Good Standing.

(xix) Insurance. Intentionally deleted.

(x x) Certain Fees. Except for the fees and expenses of TKO Miller which fee shall be the sole responsibility of the Debtors, the Debtors have not incurred any liability for any investment banking fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or the Transactions.

(xxi) Resignations. Intentionally deleted.

18. **Intentionally Deleted.**

19. **Tax Returns.** The Debtors shall promptly prepare and file on or before the due date or any extension thereof all required federal, state, and local tax returns with respect to such Debtor's operations prior to the date hereof. The Debtors shall provide MTBC with copies of all such tax returns, the contents of which shall be kept confidential by MTBC unless disclosure is otherwise required by law, subpoena, court order, or governmental audit.

20. **Name Change.** On or immediately following the date hereof, the Debtors shall file with the required Secretary of State of the States amendments to their respective corporate charters changing such Debtor's name to a name which does not include the word "MediGain" or "Millennium" or any derivation or permutation thereof.

21. **Collection on Accounts.** Subsequent to the date hereof, MTBC shall have the right and authority to collect all accounts receivables and other items transferred and assigned to it by the Debtors hereunder and to endorse with the name of both of the Debtors all checks received on account of such receivables or other items, and each Debtor agrees that such Debtor will promptly transfer or deliver to MTBC from time to time, any cash or other property that such Debtor may receive with respect to any claim, contract, license, lease, commitment, sale order, purchase order, or receivable of any character or any other items required to be transferred by such Debtor to MTBC pursuant to the provisions hereof.

22. **Transfer Documents.** On the date hereof, the Debtors shall execute and deliver to MTBC the Bill of Sale and Assignment and Assumption Agreement in the forms of **Exhibit F** and **Exhibit G** hereto; provided, however, that such documents are executed solely to facilitate the retention by MTBC of the Foreclosed Collateral, and shall not in any way be construed to characterize the transfer of the Foreclosed Collateral by the Debtors to MTBC other than as the strict foreclosure by MTBC of its lien on and security interest in such Collateral. In addition, the Debtors agree to take such further actions and execute such documents as are reasonably requested by MTBC to effect the transfer of the Foreclosed Collateral.

23. **Transferred Subsidiaries.** The Parties acknowledge and agree that the Foreclosed Collateral shall include the Transferred Subsidiaries Securities and in connection with the Parties' compliance with regulatory and tax requirements under Indian law, the Debtors agree to cooperate on or after the Effective Date as necessary or reasonably requested in connection with the conveyance of the Transferred Subsidiaries Securities to MTBC in accordance with applicable Law (including Indian law). For purposes of MTBC's credit bid, the Parties acknowledge and agree that \$200,000 shall be applied to the Transferred Subsidiaries Securities.

24. **No Successor Liability.** None of MTBC, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable) is a mere continuation of any Debtor, or is holding itself out to the public as a continuation of any Debtor. There is no continuity or common identity, nor any continuity of enterprise, between the Debtors and MTBC, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable). None of MTBC, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors (as applicable) is a successor to the Debtors, and none of the transactions contemplated by herein is intended in any way whatsoever to constitute a consolidation, merger, or de facto merger of MTBC, its affiliates, or any of their respective members, partners, shareholders, principals, employees, agents, representatives, and advisors with or into the Debtors.

25. RELEASES.

EACH DEBTOR HEREBY GRANTS, VOLUNTARILY, KNOWINGLY, UNCONDITIONALLY, AND IRREVOCABLY, WITH SPECIFIC AND EXPRESS INTENT, FOR AND ON BEHALF OF ITSELF, ITS MANAGERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, ACCOUNTANTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "RELEASING DEBTOR PARTIES"), A FULL AND COMPLETE RELEASE AND DISCHARGE TO MTBC, AND EACH OF ITS MANAGERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, ACCOUNTANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED MTBC PARTIES"), AND ANY OTHER PERSON OR INSURER THAT MAY BE RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY RELEASED MTBC PARTY OR WHO MAY BE LIABLE FOR ANY INJURY OR DAMAGE RESULTING THEREFROM, OF AND FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, DAMAGES, CLAIMS, COUNTERCLAIMS, CROSSCLAIMS, OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND WHATSOEVER, WHETHER AT LAW OR IN EQUITY, MATURED OR UNMATURED, VESTED OR CONTINGENT, KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR ARISING HEREAFTER, THAT ANY RELEASING DEBTOR PARTY HAS OR MAY HAVE AGAINST ANY RELEASED MTBC PARTY IN CONNECTION WITH, ARISING UNDER, OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY MTBC'S PROPOSAL OR BY THE CREDIT AGREEMENT OR OTHER LOAN DOCUMENTS; PROVIDED, HOWEVER, THAT SUCH RELEASE SHALL NOT APPLY TO CLAIMS ARISING FROM A VIOLATION OF THIS AGREEMENT OR ANY CLAIM THAT ANY RELEASED DEBTOR PARTY (AS DEFINED BELOW) MAY HAVE, NOW OR IN THE FUTURE, ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREBY. EACH DEBTOR HEREBY AGREES AND ACKNOWLEDGES THAT THE FOREGOING RELEASE IS A MATERIAL INDUCEMENT TO MTBC TO ACCEPT THE SUBJECT FORECLOSED COLLATERAL ON THE TERMS HEREOF AND THAT MTBC HAS RELIED THEREON IN AGREEING TO EXECUTE THIS AGREEMENT. EACH DEBTOR HEREBY WAIVES THE BENEFIT OF ANY LAW THAT MAY PROVIDE IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY IT, WOULD HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR." EACH DEBTOR HEREBY AGREES AND UNDERSTANDS THAT THE FACTS THAT IT BELIEVES TO BE TRUE AT THE TIME OF MAKING THIS RELEASE MAY LATER TURN OUT TO BE DIFFERENT THAN IT NOW BELIEVES, AND THAT INFORMATION THAT IS NOT NOW KNOWN OR SUSPECTED MAY LATER BE DISCOVERED. EACH DEBTOR HEREBY ACCEPTS THIS POSSIBILITY, AND ASSUMES THE RISK THAT FACTS MAY TURN OUT TO BE DIFFERENT AND NEW INFORMATION MAY BE DISCOVERED. EACH DEBTOR HEREBY AGREES THAT THE RELEASE PROVIDED HEREIN SHALL IN ALL RESPECTS CONTINUE TO BE EFFECTIVE AND NOT SUBJECT TO TERMINATION OR RESCISSION BECAUSE OF ANY DIFFERENCE IN SUCH FACTS OR NEW INFORMATION.

MTBC HEREBY GRANTS, VOLUNTARILY, KNOWINGLY, UNCONDITIONALLY, AND IRREVOCABLY, WITH SPECIFIC AND EXPRESS INTENT, FOR AND ON BEHALF OF ITSELF AND THE OTHER RELEASED PARTIES A FULL AND COMPLETE RELEASE AND DISCHARGE TO THE CURRENT OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (INCLUDING ATTORNEYS) OF THE DEBTORS (EXCLUDING, FOR THE AVOIDANCE OF DOUBT, EACH OF THE DEBTORS AND THEIR RESPECTIVE SUBSIDIARIES) (COLLECTIVELY, THE "RELEASED DEBTOR PARTIES") OF AND FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, DAMAGES, CLAIMS, COUNTERCLAIMS, CROSSCLAIMS, OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND WHATSOEVER, WHETHER AT LAW OR IN EQUITY, MATURED OR UNMATURED, VESTED OR CONTINGENT, KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR ARISING HEREAFTER, THAT ANY RELEASING MTBC PARTY HAS OR MAY HAVE AGAINST ANY RELEASED DEBTOR PARTY; PROVIDED, HOWEVER, THAT SUCH RELEASE SHALL NOT APPLY TO CLAIMS ARISING FROM A VIOLATION OF THIS AGREEMENT OR ANY CLAIM THAT ANY RELEASED MTBC PARTY MAY HAVE, NOW OR IN THE FUTURE, ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREBY. EACH MTBC RELEASING PARTY HEREBY AGREES AND ACKNOWLEDGES THAT THE FOREGOING RELEASE IS A MATERIAL INDUCEMENT TO THE DEBTORS TO AGREE TO THE TERMS HEREOF AND THAT THE DEBTORS HAVE RELIED THEREON IN AGREEING TO EXECUTE THIS AGREEMENT. EACH MTBC RELEASING PARTY HEREBY WAIVES THE BENEFIT OF ANY LAW THAT MAY PROVIDE IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY IT, WOULD HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR." EACH MTBC RELEASING PARTY HEREBY AGREES AND UNDERSTANDS THAT THE FACTS THAT IT BELIEVES TO BE TRUE AT THE TIME OF MAKING THIS RELEASE MAY LATER TURN OUT TO BE DIFFERENT THAN IT NOW BELIEVES, AND THAT INFORMATION THAT IS NOT NOW KNOWN OR SUSPECTED MAY LATER BE DISCOVERED. EACH MTBC RELEASING PARTY HEREBY ACCEPTS THIS POSSIBILITY, AND ASSUMES THE RISK THAT FACTS MAY TURN OUT TO BE DIFFERENT AND NEW INFORMATION MAY BE DISCOVERED. EACH MTBC RELEASING PARTY HEREBY AGREES THAT THE RELEASE PROVIDED HEREIN SHALL IN ALL RESPECTS CONTINUE TO BE EFFECTIVE AND NOT SUBJECT TO TERMINATION OR RESCISSION BECAUSE OF ANY DIFFERENCE IN SUCH FACTS OR NEW INFORMATION.

26. **Governing Law.** This Agreement and the rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted, determined, and enforced in accordance with the internal laws of the State of Texas, without giving effect to principles of conflicts of laws.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signature and transmission thereof shall also bind the parties hereto.

28. **Interpretation.** The descriptive headings of the various sections of this Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof or thereof. Whenever the context and construction so require, all words herein in the singular number shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine. As used herein, the phrase "to the knowledge of the Debtors" and similar statements regarding "knowledge" of the Debtors refer to the actual knowledge of Juanita Schwartzkopf or Alan Weiner after reasonable inquiry. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in **Exhibit H** attached hereto and incorporated herein.

29. **Effectiveness of Agreement.** This Agreement and the rights and obligations hereunder, including, without limitation, the Debtors' acceptance of the Proposal, shall become effective after execution and delivery thereof by the Debtors.

30. **No Third-Party Beneficiary.** No rights are intended to be created under this Agreement for the benefit of any third party donee, creditor or incidental beneficiary of the Debtors or any other Person, other than MTBC.

31. **Entire Agreement.** This Agreement, including all Schedules and Exhibits attached hereto, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all understandings of the parties hereto with respect to the foregoing.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Strict Foreclosure Agreement as of the date and time first above written.

DEBTORS:

MediGain, LLC,
a Texas limited liability company

By: /s/ Juanita Schwartzkopf
Name: Juanita Schwartzkopf
Title: CEO

Millennium Practice Management Associates, LLC,
a New Jersey limited liability company

By: /s/ Juanita Schwartzkopf
Name: Juanita Schwartzkopf
Title: CEO

MTBC:

MTBC Acquisition, Corp. a Delaware corporation

By: /s/ Mahmud U. Haq
Name: Mahmud U. Haq
Title: CEO

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (“**Agreement**”) is made as of October 3, 2016 (the “**Effective Date**”) by and between MediGain, LLC, a Texas limited liability company (“**MediGain**”), Millennium Practice Management Associates, LLC, a New Jersey limited liability company (“**Millennium**”), and MTBC Acquisition, Corp., a Delaware corporation (“**Buyer**”). For purposes of this Agreement, MediGain, Millennium and Buyer may be collectively referred to as the “**Principal Parties**.”

RECITALS

WHEREAS, MediGain and Millennium currently occupy certain leased real property (together with any other leasehold rights, attachments, appurtenances or other rights or property to which MediGain and Millennium are entitled pursuant to the leases, the “**Leased Real Property**” or “**Facilities**”), and there conduct their business operations (such activity as conducted by MediGain and Millennium from time to time at the Facilities being herein referred to as the “**Permitted Use**”);

WHEREAS, MediGain and Millennium currently lease certain equipment (the “**Leased Equipment**”) which they use to conduct their business operations;

WHEREAS, pursuant to that certain Strict Foreclosure Agreement by and among MediGain, Millennium and Buyer, dated as of October 3, 2016 (the “**Strict Foreclosure Agreement**”), Buyer has acquired substantially all of the assets of MediGain and Millennium (the date of the closing of the same is referred to herein as the “**Closing**”); and

WHEREAS, in order to assist in the orderly transition of the business, and as a condition to the Strict Foreclosure Agreement, MediGain and Millennium have agreed to enter into this transition services agreement to allow Buyer to utilize certain retained Facilities and Leased Equipment of MediGain and Millennium, selected by Buyer in its sole discretion, for a limited period of time, not to exceed ninety (90) days from Closing, and for which Buyer shall (i) reimburse MediGain and Millennium dollar-for-dollar for all actual out of pocket costs (including, but not limited to, rent, CAM charges, and utilities) incurred relative to such services from and after Closing, (ii) shall provide MediGain and Millennium an indemnification for any liability incurred as a result of Buyer’s use and occupancy of the Facilities and Leased Equipment, and (iii) reimburse MediGain and Millennium for their property and liability insurance, and (iv) reimburse MediGain and Millennium for certain insurance premium (property, liability, and directors and officers insurance shall be collectively referred to as “**Insurance Coverage**”) incurred during the transition period.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Principal Parties hereby agree as follows:

1. Definitions, Services to be Performed, Term, Performance and Cooperation.

(a) Capitalized terms not expressly defined in this Agreement shall have the meanings ascribed to them in the Strict Foreclosure Agreement. In accordance with the terms and provisions of this Agreement, MediGain and Millennium agree to allow Buyer to occupy and use the Leased Real Property listed on **Schedule A**, and to use the Leased Equipment listed on **Schedule B**, as selected by Buyer in its sole discretion, for the term of this Agreement (collectively referred to as “**Services**”); provided, however, that MediGain and Millennium shall not be obligated to provide any Services other than those expressly described in this Agreement, the Strict Foreclosure Agreement, and the attached Schedules. For the avoidance of doubt, from and after the Closing, MediGain and Millennium shall cooperate with Buyer and take such actions as shall be necessary to obtain for Buyer the benefits of the transactions contemplated under the Strict Foreclosure Agreement, including the execution and delivery of all documents necessary to effectuate, memorialize, or perfect the transfer of title of the Foreclosed Assets, including the stock of RCM-MediGain India Private Limited to Buyer.

(b) This Agreement shall become effective as of the Effective Date and shall be terminated in ninety (90) days from the Closing. Provided, however, that the Principal Parties may mutually agree to extend the term of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, this Agreement may be terminated, in whole or in part, at any time:

(i) by the mutual written consent of the Principal Parties;

(ii) by Buyer, if any case or other proceeding, whether voluntary or involuntary, is commenced against MediGain or Millennium under any chapter of title 11 of the United States Code (the "**Bankruptcy Code**") or any other insolvency law, or under any other law providing for the appointment of a receiver, liquidator, assignee, trustee, or custodian for all or any part of the property of Medigain or Millennium; or

(iii) by MediGain and Millennium in the event of any material breach or default by Buyer of any of its obligations under this Agreement and the failure to cure such breach or default within five (5) days after receipt of written notice from MediGain and Millennium requesting such breach or default to be cured, or within two (2) days after receipt of such written notice for any breach or default of any payment obligation under this Agreement.

(d) MediGain and Millennium make no warranties of any kind, express or implied, with respect to the quality or suitability of any Services provided hereunder. As needed from time to time, MediGain and Millennium will provide Buyer all records (in any format, electronic or otherwise) related to the provision of Services under this Agreement, including, but not limited to, billing and other business related records.

(e) MediGain and Millennium are not required and do not intend to request any consents, licenses, sublicenses or approvals necessary or desirable to permit Buyer to occupy and use the Leased Real Property and the Leased Equipment, and shall have no obligations or liability of any kind to Buyer if a particular lease is terminated by the lessor for any reason. MediGain and Millennium are only agreeing to (i) remain in existence for ninety (90) days after the Closing, and (ii) to pay monthly obligations due and owing under applicable leases as actually paid to MediGain and Millennium by Buyer monthly in advance (as outlined in Section 2 hereof).

(f) The Principal Parties shall coordinate after the Effective Date to review outstanding vendor relationships.

2. **Payment.** In consideration for the Services to be provided by MediGain and Millennium hereunder, Buyer shall pay to MediGain and Millennium (i) all costs incurred and accrued on and after October 1, 2016 through the end of the transition period relative to the Facilities and Leased Equipment, including rent, CAM charges, and utilities from and after the closing, estimated on **Schedule A** and **Schedule B** attached hereto, (ii) the premiums and costs for Insurance Coverage from and after October 1, 2016 through the end of the transition period as outlined on **Schedule C** attached hereto, (iii) \$28,000 to reimburse MediGain for expenses incurred and paid on behalf of its offshore subsidiary prior to the Effective Date and (iv) all expenses incurred on or after October 1, 2016 (including MediGain credit card charges) through the end of the transition period for the benefit of Buyer; provided, however, that Buyer shall not be obligated to pay for any Services for a particular Facility or item of equipment if (a) Buyer is not able to occupy the particular Facility or use an item of Leased Equipment for any reason, including the termination of an applicable lease by the lessor, or (b) Buyer provides MediGain and/or Millennium written notice five (5) days prior to the beginning of a month notifying them that Buyer no longer wishes to occupy or use a particular Facility or item of Leased Equipment. If Buyer requests support to be provided by MediGain and Millennium for purposes of providing the cooperation described in Section 1(a) above or completing the audit described in the Strict Foreclosure Agreement (beyond the mere act of signing the management rep letter), Buyer shall request Alan Weiner's assistance for specific tasks in writing, and shall pay Alan Weiner's hourly rate of \$400 for actual services performed. The fees for the Services and Insurance Coverage shall be payable monthly by the 25th of the month immediately preceding the month for which such fees are owed. With respect to the first month of this Agreement, such payment shall be made upon execution of this Agreement. Although estimates of utilities and CAM charges are estimated on **Schedule A**, the parties hereto agree to a monthly "true-up" for actual amounts invoiced and owed. If Buyer fails to make any payment stipulated in this Agreement by the date specified herein, MediGain and/or Millennium may terminate the applicable lease and Buyer shall have no further right to occupy and/or use the Facility or Leased Equipment covered by that terminated lease. Buyer shall additionally be responsible for providing funds to MediGain and Millennium to allow it to pay for all utilities for the Leased Real Property and any sales or other taxes relating to the provision of goods or services received with respect to Services provided hereunder, but not any taxes attributable to or measured by MediGain and Millennium's net income.

3. **Relationship of Parties.** The Principal Parties hereto are independent contractors, and neither such party nor its respective employees or agents will be deemed to be employees or agents of the other Principal Party for any purpose or under any circumstances. No partnership, joint venture, alliance, fiduciary or any relationship other than that of independent contractors is created hereby, expressly or by implication.

4. **Compliance with Laws.** Each party will, with respect to its obligations and performance hereunder, comply with all applicable requirements of federal, state and local laws, rules and regulations, including without limitation import and export control, environmental and occupational safety requirements.

5. Covenant of Buyer Regarding Permitted Use; Indemnity and Damages.

(a) Buyer hereby covenants to MediGain and Millennium that, during the period of time that Buyer occupies the Facilities or uses the Equipment, Buyer's activities will be consistent with and in compliance with the applicable lease.

(b) upon Buyer's election to cease occupying a Facility or using any Leased Equipment, or upon the termination of this Agreement, Buyer shall:

(i) prior to vacating a Facility, Buyer will dismantle and remove all moveable assets for which it has title from the Facility. In addition, all office, conference, and cubicle areas will be cleaned so that the facility can be occupied immediately by a new tenant and any damage to the Facility caused by Buyer from and after the Closing under this Agreement will be promptly and fully remediated at Buyer's sole expense; and

(ii) Buyer shall comply with the applicable Leased Equipment lease provisions for return of the Leased Equipment to the lessor.

(c) Buyer shall be liable to MediGain and Millennium under this Agreement for damages, costs and expenses, including legal fees and litigation expenses, resulting from Buyer's damage to the Facilities or the Leased Equipment from and after Closing under this Agreement.

(d) Notwithstanding the foregoing, Buyer shall indemnify, defend and hold harmless MediGain and Millennium and their directors, officers, shareholders, employees, agents and controlling persons from and against any and all losses, claims, damages, liabilities, costs and expenses (including any amounts paid in any settlement, legal fees and litigation expenses) resulting from any third party demand, claim, lawsuit, action or proceeding arising from and related to Buyer's breach of this Agreement.

6. Miscellaneous.

(a) Force Majeure. Neither Principal Party will have any liability for damages or delay due to fire, explosion, lightning, power failure or surges, strikes or labor disputes, water or food, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, acts or omissions of communications or other carriers, or any other cause beyond a party's reasonable control, whether or not similar to the foregoing, that prevents such party from materially performing its obligations hereunder.

(b) Entire Agreement; Modification; Waivers. This Agreement and the Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiation, commitments and writings with respect to Services. This Agreement and the Schedules attached hereto may not be altered, modified or amended except by a written instrument signed by the affected parties. The failure of any party to require the performance or satisfaction of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(c) Severability. The provisions of this Agreement are severable, and in the event that any one or more provisions are deemed illegal or unenforceable the remaining provisions shall remain in full force and effect unless the deletion of such provision shall cause this Agreement to become materially adverse to either party, in which event the parties shall use reasonable commercial efforts to arrive at an accommodation that best preserves for the parties the benefits and obligations of the illegal or unenforceable provision.

(d) Notices. All notices and other communications hereunder will be in writing and deemed to have been duly given if provided as follows:

If to MediGain and Millennium, to:

MediGain, LLC
Millennium Practice Management Associates, LLC
Attn. Juanita Schwartzkopf
2800 Dallas Parkway, Suite 200
Plano, TX 75093
J.Schwartzkopf@focusmg.com

with a copy to:

Gardere Wynne Sewell LLP
Attn. Stephen A. McCartin
3000 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201-4761
smccartin@gardere.com

If to Buyer, to:

MTBC Acquisition, Corp.
7 Clyde Road
Somerset, NJ 08873
Attn: Shruti Patel
spatel@mtbc.com

with a copy to:

Bryan Cave LLP
JP Morgan Chase Tower
2200 Ross Avenue, Suite 3300
Dallas, TX 75201-7965
Attn: Keith Aurzada, Esq.

(e) Survival of Obligations. The respective obligations of the Principal Parties set forth in Sections 2 and 5 shall survive expiration or termination of this Agreement for any reason.

(f) Assignment. Each of MediGain and Millennium acknowledges and agrees that the Services to be provided by them under this Agreement represent nondelegable personal services based upon the specific skills and experience of MediGain and Millennium and their employees. Accordingly, each of MediGain and Millennium expressly acknowledge and agree that this Agreement is a personal services contract that cannot and shall not be assigned (or assumed and assigned under Section 365 of title 11 of the United States Code) absent the prior written consent of Buyer, which consent may be withheld by Buyer in its sole and absolute discretion.

(g) No Third Party Beneficiary. This Agreement is made solely for the benefit of Buyer, MediGain, and Millennium and their respective successors and assigns, and no other person shall have any right, benefit, or interest under or because of this Agreement except as otherwise specifically provided herein. For the avoidance of doubt, this Agreement shall not confer any rights on any lessor of Leased Real Property or Leased Equipment, including any right to seek payment of rent directly from Buyer.

(h) Title and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Principal Party, and delivered to the other signatories, it being understood that all signatories need not sign the same counterpart. In the event that any signature is delivered by e-mail transmission, such signature shall create a valid and binding obligation of the entity executing (or on whose behalf such signature is executed) with the same force and effect as if such e-mail signature page were an original thereof.

(j) Governing Law. This Agreement and the rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted, determined, and enforced in accordance with the internal laws of the State of Texas, without giving effect to principles of conflicts of laws.

[Signature page follows]

IN WITNESS WHEREOF, each of MediGain, Millennium and Buyer has caused this Agreement to be duly executed on its behalf by its duly authorized officer as of the date first written above.

MediGain, LLC, a Texas limited liability company

By: /s/ Juanita Schwartzkopf

Name: Juanita Schwartzkopf

Title: CEO

Millennium Practice Management Associates,
LLC, a New Jersey limited liability company

By: /s/ Juanita Schwartzkopf

Name: Juanita Schwartzkopf

Title: CEO

MTBC Acquisition, Corp., a Delaware corporation

By: /s/ Mahmud U. Haq

Name: Mahmud U. Haq

Title: CEO

MTBC Announces the Closing of its Largest Acquisition to Date

SOMERSET, N.J., October 5, 2016 (Marketwired) – **MTBC** (NASDAQ: MTBC), a leading provider of proprietary, web-based electronic health records, practice management and mHealth solutions, today announced the closing of its largest acquisition of revenue cycle management customer accounts and other assets since its IPO.

“We are pleased to acquire substantially all of the assets of MediGain, LLC, a Texas-based medical billing company, and its affiliate, Millennium Practice Management, LLC, a New Jersey-based medical billing company (together, “MediGain”), through our wholly owned subsidiary, said Mahmud Haq, MTBC’s CEO. He continued, “This acquisition has allowed us to expand our client base and will allow us to show significant revenue growth in 2017.”

“We are excited by the opportunity presented by this acquisition and privileged to be able to support the team members formerly with MediGain as they continue to provide world class practice management support to healthcare providers throughout the United States,” said Stephen Snyder, MTBC’s President. He continued, “We look forward to leveraging our combined team of professionals and proprietary technology to help healthcare providers further increase revenues and reduce operating costs.”

In commenting on the transaction, Bill Korn, MTBC’s CFO, said, “We are very pleased to have acquired MediGain’s assets at a compelling valuation that represents a significant discount as compared to the industry norm of at least one times annualized revenues for a company of MediGain’s size.” He continued, “Moreover, we believe that our newly acquired business will contribute to our positive Adjusted EBITDA by the end Q1 2017.”

Substantially all of MediGain’s assets, including customer accounts, intellectual property, and offshore operations in India and Sri Lanka, were acquired by MTBC’s wholly owned subsidiary, MTBC Acquisition, Corp., on October 3, 2016. MTBC’s subsidiary acquired these assets through the closing of a Strict Foreclosure Agreement with MediGain, which occurred immediately after MTBC’s acquisition of 100% of MediGain’s senior debt from Prudential Insurance Company, which was collateralized by substantially all of MediGain’s assets.

For more information on MTBC, please visit www.mtbc.com.

About MTBC

Medical Transcription Billing, Corp. is a healthcare information technology company that provides a fully integrated suite of proprietary web-based and mobile health solutions, together with related business services, to healthcare providers throughout the United States. Our integrated Software-as-a-Service (or SaaS) platform helps our customers increase revenues, streamline workflows and make better business and clinical decisions, while reducing administrative burdens and operating costs. MTBC's common stock trades on the NASDAQ Capital Market under the ticker symbol "MTBC," and its Series A Preferred Stock trades on the NASDAQ Capital Market under the ticker symbol "MTBCP."

Follow MTBC on [TWITTER](#), [LINKEDIN](#) and [FACEBOOK](#).

Forward-Looking Statements

This press release contains various forward-looking statements within the meaning of the federal securities laws. These statements relate to anticipated future events, future results of operations or future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "might," "will," "should," "intends," "expects," "plans," "goals," "projects," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of these terms or other comparable terminology.

Our operations involve risks and uncertainties, many of which are outside our control, and any one of which, or a combination of which, could materially affect our results of operations and whether the forward-looking statements ultimately prove to be correct. Forward-looking statements in this press release include, without limitation, statements reflecting management's expectations for future financial performance and operating expenditures, expected growth, profitability and business outlook, increased sales and marketing expenses, and the expected results from the integration of our acquisitions.

These forward-looking statements are only predictions, are uncertain and involve substantial known and unknown risks, uncertainties and other factors which may cause our (or our industry's) actual results, levels of activity or performance to be materially different from any future results, levels of activity or performance expressed or implied by these forward-looking statements. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all of the risks and uncertainties that could have an impact on the forward-looking statements, including without limitation, risks and uncertainties relating to: the Company's ability to manage growth; integrate acquisitions; effectively migrate and keep newly acquired customers and other important risks and uncertainties referenced and discussed under the heading titled "Risk Factors" in the Company's filings with the Securities and Exchange Commission.

The statements in this press release are made as of the date of this press release, even if subsequently made available by the Company on its website or otherwise. The Company does not assume any obligations to update the forward-looking statements provided to reflect events that occur or circumstances that exist after the date on which they were made.

SOURCE MTBC

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