

*Execution Version***LINE OF CREDIT AGREEMENT**

THIS LINE OF CREDIT AGREEMENT (this "**Agreement**") is made and entered into as of September 27, 2017, by and between [REDACTED] [REDACTED] Inc., a Delaware corporation ("**Borrower**") and [REDACTED] [REDACTED] ("Lender").

WHEREAS, Lender has agreed to lend to Borrower up to \$16,666,666.70 (the "**Credit Limit**") on the terms and conditions set forth in this Agreement; and

WHEREAS, the loan shall be (i) evidenced by that certain Line of Credit Promissory Note substantially in the form of Exhibit A hereto (the "**Note**") (ii) secured by Borrower's Collateral, as defined in the Security Agreement dated as of even date herewith between Lender and Borrower substantially in the form of Exhibit B hereto (the "**Security Agreement**").

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

1. **Line of Credit.** Lender hereby establishes for a period beginning on the date hereof and extending to December 31, 2019 (the "**Termination Date**") a line of credit (the "**Credit Line**") for Borrower for up to the Credit Limit. All sums advanced on the Credit Line or pursuant to the terms of this Agreement (each an "**Advance**") shall become part of the principal of the Note.

2. **Advances.** Any request for an Advance may be made from time to time and in such amounts as Borrower may choose; provided, however, any requested Advance will not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. Requests for Advances may be made orally or in writing by such officer of Borrower authorized by it to request such Advances. Lender may refuse to make any requested Advance if an Event of Default (as defined below) has occurred and is continuing hereunder either at the time the request is given or the date the Advance is to be made, or if an event has occurred or condition exists which, with the giving of notice or passing of time or both, would constitute an Event of Default hereunder as of such dates. The funds from the Advances will be used by the Borrower for operating expenses in connection with the operations of the Borrower.

3. **Interest; Maturity Date.** All sums advanced pursuant to this Agreement shall bear interest from the date each Advance is made until paid in full at the rate of four percent (4%) per annum, simple interest. The maturity for each Advance shall be two (2) years from the date of such Advance (the "**Maturity Date**").

4. **Repayment.** The entire unpaid principal balance of all Advances, together with any accrued interest and other unpaid charges or fees hereunder, shall be due and payable on the Maturity Date. All payments shall be made to Lender at such place as Lender may, from time to time, designate. All payments received hereunder shall be applied, first, to any costs or expenses incurred by Lender in collecting such payment or to any other unpaid charges or expenses due hereunder; second, to accrued interest; and third, to principal. Borrower may prepay principal at any time without penalty.