

*Execution Version***SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (this “**Agreement**”), dated as of September 27, 2017, among [REDACTED] CT [REDACTED] E INC., a Delaware corporation (the “**Debtor**”), and [REDACTED] uts [REDACTED] st (the “**Secured Party**”) (or any subsequent holder of the Debtor’s Credit Line Promissory Note dated as of the date hereof (the “**Note**”) issued by the Debtor to the Secured Party).

**WITNESSETH:**

WHEREAS, pursuant to the Note, the Secured Party has agreed extended funds to the Debtor evidenced by the Note;

WHEREAS, in order to induce the Secured Party to extend the loans evidenced by the Note, Debtor has agreed to execute and deliver to the Secured Party this Agreement and to grant the Secured Party a perfected security interest in certain property of such Debtor to secure the prompt payment, performance and discharge in full of all of the Debtor’s obligations under the Note; and

WHEREAS, Debtor is entering into substantially similar Security Agreements with other parties (the “**Additional Secured Parties**”) granting them a Secured Interest in the Collateral and each of the Debtor, Secured Party and the Additional Secured Parties are entering into that certain Intercreditor Agreement dated as of the date hereof substantially in the form of Exhibit A attached hereto.

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

**1. Certain Definitions.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the United States Uniform Commercial Code (“**UCC**”), as adopted under the laws of the State of New York (such as “account”, “chattel paper”, “commercial tort claim”, “deposit account”, “document”, “equipment”, “fixtures”, “general intangibles”, “goods”, “instruments”, “inventory”, “investment property”, “letter-of-credit rights”, “proceeds” and “supporting obligations”) shall have the respective meanings given such terms in Article 9 of the UCC.

(a) “**Collateral**” means the collateral in which the Secured Party is granted a security interest by this Agreement and which shall include the following personal property of the Debtor, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the sale or transfer of the Collateral and of insurance covering the same and of any legal claims in connection therewith, and all dividends, interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Collateral (as defined below):