FILED: NEW YORK COUNTY CLERK 04/17/2018 01:32 PM

NYSCEF DOC. NO. 21

FILED: NEW YORK COUNTY CLERK 02/16/2018 02:02 PM

INDEX NO. 88/2018

RECEIVED NYSCEF: 04/17/2018

INDEX NO. [10] 018

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT, dated as of January 31, 2013, is among the Grand of Grand o

RECITALS

WHEREAS Borrower and Guarantors have requested that Lenders make available to Borrower the extensions of credit referenced herein on the terms and conditions contained herein; and

WHEREAS Lenders have agreed severally to make available to Borrower the extensions of credit referenced herein on the terms and conditions contained herein;

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

AGREEMENT

ARTICLE I CERTAIN DEFINED TERMS; CERTAIN RULES OF CONSTRUCTION

SECTION 1.01 CERTAIN DEFINED TERMS.

As used herein:

"Account Debtor" means any Person who is or may become obligated with respect to, or on account of, an Account, Chattel Paper or General Intangible (including a payment intangible (as that term is defined in the Uniform Commercial Code)).

"Accounts" means, as to any Person, all accounts (as that term is defined in the Uniform Commercial Code) now owned or hereafter acquired by such Person (or in which such Person has rights or the power to transfer rights to a secured party), including: (a) all "accounts" (as that term is defined in the Uniform Commercial Code), "payment intangibles" (as that term is defined in the Uniform Commercial Code), other receivables, book debts, all other rights to payment and/or reimbursement of every kind and description, including under governmental entitlement programs, and all other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments) (including any such obligations that may be characterized as an account or contract right under the Uniform Commercial Code); (b) all of such Person's rights in, to and under all purchase orders or receipts for goods or services; (c) all of such Person's rights to any goods represented by any of the foregoing (including unpaid sellers' rights or rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods); (d) all rights to payment due to such Person for Goods or other property sold, leased,