

MASTER CLAIMS PURCHASE AGREEMENT

This Master Claims Purchase Agreement, dated as of October 16, 2017 (this "Master Agreement"), is by and between [REDACTED] entures, LTD ("Seller") and [REDACTED] tal LLC ("Purchaser").

WHEREAS, Seller and Purchaser anticipate entering into one or more Puts (as defined below) that are or will be governed by this Master Agreement, which includes a Confirmation (as defined below) exchanged between the parties confirming each Put.

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

1. Definitions. As used in this Master Agreement, the following terms shall have the meanings set forth below:

"Account Claims" has the meaning provided in Section 4(a).

"Accounts Receivable" means up to the aggregate principal amount, listed in Item 2 of the Confirmation corresponding to the month in which the Specified Event occurs, of outstanding accounts receivable or other general debt obligations, on the date of the Specified Event, including contract rights, lessor rights, general intangibles, notes, drafts and other forms of obligations, the direct obligor of which is the Company, which arose in the ordinary course of business of the Company, together with all proceeds thereof, all guaranties and security therefore, and all goods and rights represented thereby or arising therefrom, including but not limited to, the rights of stoppage in transit, replevin and reclamation; provided, however, that "Accounts Receivable" shall in no event include any of the foregoing arising from shipments made or services rendered after the occurrence of the Specified Event or the Expiration Date.

"Additional Purchase Price" has the meaning provided in Section 6(a) of the Assignment Agreement.

"Agreement" has the meaning provided in Section 2(b).

"Assignment Agreement" has the meaning provided in Section 8(a).

"Assignment Notice" has the meaning provided in Section 4(a).

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Court" means any court with jurisdiction over the Bankruptcy Proceedings including bankruptcy courts, district courts, courts of appeal and the United States Supreme Court.

"Bankruptcy Event" means the Bankruptcy Court has entered final orders: (A) converting the Company's Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code, (B) authorizing the Company to cease operating its business in the ordinary course, (C) confirming a liquidating plan of reorganization under Chapter 11 to commence an orderly liquidation of its assets, or (D) authorizing the Company to make distributions to administrative expense creditors that do not provide for payment in full of the Accounts Receivable.

"Bankruptcy Filing" means the voluntary filing by, or an involuntary filing against, the Company of a case under Chapter 7 or Chapter 11 of the Bankruptcy Code within the meaning of Sections 301 or 303 of the Bankruptcy Code where an order for relief is granted, whether by operation of law or by a final order of the Bankruptcy Court; provided, however, that Seller did not join in such an involuntary filing.

"Bankruptcy Proceedings" means the Company's case under Chapter 7 or Chapter 11 of the Bankruptcy Code.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or London, England are required or authorized by law to close.

"Business Day Convention" means the convention adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following term, when used in conjunction with the term "Business Day Convention" and a date, shall