

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made as of March 31, 2018 by [REDACTED] LLC, a Delaware limited liability company, having an address at c/o Stone Street Properties LLC, 148 Madison Avenue, 5th Floor, New York, New York 10016 ("Borrower"), sets forth the binding agreement of the parties.

RECITALS

A. WHEREAS, simultaneously herewith, [REDACTED] MASTER FUND, L.P., a Cayman Islands exempted limited partnership, ("Lender") and Borrower have entered into that certain Loan Agreement (as amended, modified, supplemented or replaced from time to time, the "Loan Agreement") dated as of March 31, 2018 providing for a Loan to Borrower in the original principal amount of \$7,200,000.00 (the "Loan").

B. WHEREAS, [REDACTED] LLC ("Sub") was formed as a Delaware limited liability company and is governed by the terms and provisions of that certain Limited Liability Company Agreement, dated as of September 25, 2015, 2015 (as the same may be amended, modified, supplemented or restated, the "Company Agreement").

D. WHEREAS, Borrower is the legal and beneficial owner of 100% of the issued and outstanding membership interests in Sub.

F. WHEREAS, Lender is unwilling to make the Loan unless Borrower enters into this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement and, for the purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Article 8 Matter" means any action, decision, determination or election by Sub or its member(s), shareholders or partners, as applicable, that its membership interests, partnership interests, stock or other equity interests, as applicable, be, or cease to be, a "security" as defined in and governed by Article 8 of the Uniform Commercial Code, and all other matters related to any such action, decision, determination or election.