

TERM LOAN AGREEMENT

This **TERM LOAN AGREEMENT** is made and entered into effective May 24, 2018, by and among [REDACTED]

[REDACTED], L.L.C., a Delaware limited liability company ("Holdings"), and **ORX RESOURCES, L.L.C.**, a Delaware limited liability company ("ORX") (each a "Borrower" and, collectively, the "Borrowers"), each lender that is a signatory hereto or becomes a party hereto as provided in Section 9.1 (individually, together with its successors and assigns, a "Lender" and, collectively, together with their respective successors and assigns, the "Lenders"), and **405 BAXTERVILLE LLC**, a Delaware limited liability company ("Baxterville"), as administrative agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms hereof, the "Agent").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Terms Defined Above. As used in this Agreement, each of the terms "Agent," "Baxterville," "Borrower," "Borrowers," "Lender," and "Lenders," shall have the meaning assigned to such term hereinabove.

1.2 Additional Defined Terms. As used in this Agreement, each of the following terms shall have the meaning assigned thereto in this Section 1.2 or in Sections referred to in this Section 1.2, unless the context otherwise requires:

"AAA" shall mean the American Arbitration Association.

"Additional Amount" shall have the meaning set forth for such term in Section 2.6.

"Additional Costs" shall mean costs which are attributable to the obligation of the Agent or any Lender to maintain the Term Loan, or any reduction in any amount receivable by the Agent or such Lender in respect of any such obligation or any Term Loan, resulting from any Regulatory Change which (a) changes the basis of taxation of any amounts payable to the Agent or such Lender under this Agreement or any Note in respect of any Loan (other than taxes imposed on the overall net income of the Agent or such Lender or its Applicable Lending Office (including franchise or similar taxes) for the Term Loan), (b) imposes or modified any reserve, special deposit, minimum capital, capital ratio or similar requirement (other than the Reserve Requirement utilized in the determination of the LIBO Rate used in any determination of the Contract Rate) relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, the Agent or such Lender with respect to the Term Loan and Dollar