

Fill in this information to identify the case:

Debtor Ideastream Consumer Products, LLC

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 24-12068

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

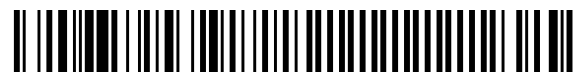
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>JPMorgan Chase Bank, N.A.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>JPMorgan Chase Bank, N.A. Buchalter, c/o Robert J. Miller 15279 N Scottsdale Rd., Ste. 400 Scottsdale, AZ 85254, United States</u>	<u>JPMorgan Chase Bank, N.A. c/o Phillip D. Martin 10 S. Dearborn Street Chicago, IL 60603, United States</u>
	Contact phone <u>480-383-1873</u>	Contact phone <u>312-732-4728</u>
	Contact email <u>rmiller@buchalter.com</u>	Contact email <u>phil.martin@chase.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right; font-size: small;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 400000. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Letter of Credit

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: See exhibits attached hereto

Basis for perfection: See exhibits attached hereto.
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

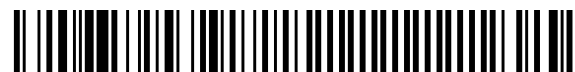
Value of property: \$ 400000
Amount of the claim that is secured: \$ 400000
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 0

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/06/2024
MM / DD / YYYY

/s/Robert J. Miller
Signature

Print the name of the person who is completing and signing this claim:

Name Robert J. Miller
First name Middle name Last name

Title Shareholder

Company Buchalter
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 15279 N Scottsdale Rd., Ste. 400, Scottsdale, AZ, 85254, United States

Contact phone 480-383-1873 Email rmiller@buchalter.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International +1 (310) 751-2696

Debtor: 24-12068 - Ideastream Consumer Products, LLC		
District: District of New Jersey, Trenton Division		
Creditor: JPMorgan Chase Bank, N.A. Buchalter, c/o Robert J. Miller 15279 N Scottsdale Rd., Ste. 400 Scottsdale, AZ, 85254 United States Phone: 480-383-1873 Phone 2: Fax: Email: rmiller@buchalter.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
Filing Party: Authorized agent		
Disbursement/Notice Parties: JPMorgan Chase Bank, N.A. c/o Phillip D. Martin 10 S. Dearborn Street Chicago, IL, 60603 United States Phone: 312-732-4728 Phone 2: Fax: E-mail: phil.martin@chase.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Letter of Credit	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 400000	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 400000 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: See exhibits attached hereto Value of Property: 400000 Annual Interest Rate: Arrearage Amount: 0 Basis for Perfection: See exhibits attached hereto. Amount Unsecured:	

Submitted By:

Robert J. Miller on 06-May-2024 1:01:41 p.m. Eastern Time

Title:

Shareholder

Company:

Buchalter

Optional Signature Address:

15279 N Scottsdale Rd., Ste. 400

Scottsdale, AZ, 85254

United States

Telephone Number:

480-383-1873

Email:

rmiller@buchalter.com

EXHIBIT 1

TO JPMORGAN CHASE BANK, N.A. PROOF OF CLAIM

In re: IDEASTREAM CONSUMER PRODUCTS, LLC

Chapter 11 Case No. 24-12068-CMG

1. JPMorgan Chase Bank, N.A. (as successor to First Republic Bank, “Claimant”) asserts a claim, as that term is defined in the United States Bankruptcy Code, against Ideastream Consumer Products, LLC (“Debtor”) pursuant to prepetition agreements made by Claimant as set forth herein.

2. On or about May 19, 2022, Claimant issued an Irrevocable Standby Letter of Credit (“Letter of Credit”) at the request of Debtor for the benefit of American Alternative Insurance Corporation. A copy of the Letter of Credit is attached hereto as **Exhibit A**.

3. As security for the Debtor’s obligations and liabilities under the Letter of Credit, Claimant was granted a security interest in the Certificate of Deposit xxx-xxxx-5258 (“CD Account”). Attached as **Exhibit B** is the Application, Reimbursement Agreement and Security Agreement and related documentation wherein the CD Account is pledged as collateral.

4. Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby initiating this case, on February 28, 2024 (the “Petition Date”).

5. Debtor’s indebtedness to Claimant is in the total amount of not less than **\$400,000.00**.

6. Claimant is entitled to recover its costs and expenses incurred in connection with the Letter of Credit, including, without limitation, attorneys’ fees and other professionals’ fees incurred by Claimant both before and after the Petition Date in connection with its claim. Interest, attorneys’ and other professionals’ fees, and costs continue to accrue from and after the dates set forth herein. Claimant affirmatively asserts its right to recover all such additional amounts accrued and incurred in accordance with the Bankruptcy Code, and claims such amounts as part of its claim herein.

7. In executing and filing this Proof of Claim, Claimant does not waive any right to any security held by it or for its benefit or any right to claim specific assets or any other rights of action that Claimant has or may have against Debtor or any other person or persons, and expressly reserves such rights.

8. Claimant reserves the right to amend and/or supplement this Proof of Claim in any respect.

9. Subject to any applicable privilege and confidentiality, all relevant documents not otherwise attached to this Proof of Claim will be made available upon request by the Court, Debtor, or any other party in interest.

10. Neither the filing of this Proof of Claim, nor any subsequent appearance, pleading, claim, proof of claim, document, suit, motion, nor any other writing or conduct shall be deemed or construed as: (i) a waiver or release of Claimant's rights against any person, entity, estate or property (including, without limitation, any person or entity that is or may become a debtor in a case pending in this Court); (ii) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein or therein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related thereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such right to jury trial is pursuant to statute or the United States Constitution; (iv) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this amended Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; (viii) a waiver or release of any right of setoff or recoupment that Claimant may hold against Debtor; or (ix) a waiver or release of any of Claimant's other rights, claims, actions, defenses, or other matters to which Claimant is entitled under any agreements or at law or equity or under the United States Constitution.

EXHIBIT A



FIRST REPUBLIC BANK

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IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No.: [REDACTED] 5301

Dated: **May 19, 2022**

American Alternative Insurance Corporation ("Beneficiary")
C/O Roanoke Insurance Group Inc.
1475 E. Woodfield Road, Suite 500
Schaumburg, IL 60173-4903
Attn: Danielle Carlborg

Ladies and Gentlemen:

At the request and for the account of **Ideastream Consumer Products, LLC** ("Applicant"), we hereby establish in your favor our irrevocable standby letter of credit in an aggregate amount not to exceed **Four Hundred Thousand and 00/100 US Dollars (US \$400,000.00)** available for payment by your draft upon presentation to us of the following:

1. This original letter of credit together with all executed written amendments hereto.
2. An original signed and dated drawing certificate from you addressed to us in the form annexed hereto as **Exhibit A** (after complying with all instructions in brackets contained therein).

Drawing certificates shall be drawn on us and presented to us at the Letter of Credit Office (as hereinafter defined) at or before 5:00 p.m., local time of the Letter of Credit Office, on a Business Day (as hereinafter defined) occurring not later than the Expiration Date (as hereinafter defined). As used herein: "**Letter of Credit Office**" means our office located at 1230 Avenue of the Americas, 2nd Floor, New York, NY 10020, Attn: Commercial Loan Closing; and "**Business Day**" means any day other than a Saturday, Sunday or other day on which the Letter of Credit Office is not open for business or on which commercial banks are authorized or required to close, or are in fact closed, under the laws of New York.

All drawing certificates drawn under this letter of credit shall contain the above-referenced letter of credit number. We agree that all drawing certificates drawn on us under and in compliance with the terms of this letter of credit will be duly honored by us not later than three (3) Business Days following presentation to the Letter of Credit Office. Our obligation hereunder is our individual obligation and is not contingent upon reimbursement. We will pay all drawings under this Letter of Credit with our own funds and not with funds derived from Applicant or a subsidiary or affiliate thereof.

This standby letter of credit expires on **May 19, 2023** (the date on which this standby letter of credit expires is referred to herein as the "**Expiration Date**"); however, the Expiration Date shall automatically be extended, without the necessity of any amendment to this letter of credit, to **May 19th** in each succeeding calendar year, unless you received from us written notice no later than **forty-five (45)** days before the then existing Expiration Date that we have elected not to renew this letter of credit (the "**Non-Renewal Notice**"). The Non-Renewal Notice shall be sent to you by a nationally-recognized overnight courier service to the address set forth above or at such other address as you may have notified us in writing. Any Non-Renewal Notice shall be deemed received by you on the date of confirmed delivery to you or confirmed refusal by you to accept delivery.

Partial and multiple drawings under this letter of credit are permitted. If a partial drawing is made, we will promptly return the original letter of credit to Beneficiary to facilitate subsequent drawings; we at our option may note on the letter of credit the amount of such partial drawing. The amount of this letter of credit shall be automatically and permanently reduced, without amendment by the amount of each drawing paid hereunder.

San Francisco • Palo Alto • Los Angeles • Santa Barbara • Newport Beach • San Diego • Portland • Palm Beach • Boston • Greenwich • New York

FRB 425 E-rev. 010219

111 PINE STREET, SAN FRANCISCO, CALIFORNIA 94111, TEL (415) 392-1400 OR (800) 392-1400, FAX (415) 392-1413

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This letter of credit may be reduced at the written request of the Beneficiary. Upon our receipt of each reduction certificate in the form annexed hereto as **Exhibit B** (after complying with all instructions in brackets contained therein.) the amount of this letter of credit shall be automatically and permanently reduced, without amendment, by the amount of the reduction requested.

This letter of credit is not transferable.

Standard fees apply for each reduction, transfer, renewal and/or partial draw of this letter of credit (in each of the foregoing circumstances, solely to the extent expressly permitted hereby), which fees are payable by Applicant. Applicant's failure to pay such fees shall not delay or impede any of the above actions.

This letter of credit is subject to and governed by the International Standby Practices 1998 of the International Chamber of Commerce, Publication 590 or to any subsequent version of such publication as in effect on the date hereof ("ISP98") and, as to matters not covered therein and not inconsistent therewith, the internal laws of New York, including, without limitation, the Uniform Commercial Code as from time to time in effect in such jurisdiction.

First Republic Bank

By: 

Name: Rosetta Collins Stewart
Director

Title: _____

**[EXHIBIT TO BE TYPED ON BENEFICIARY'S LETTERHEAD]
IRREVOCABLE STANDBY LETTER OF CREDIT DRAWING CERTIFICATE**

First Republic Bank
111 Pine Street
San Francisco, California 94111
Attn: Commercial Loan Closing

Re: Irrevocable Standby Letter of Credit No. **[insert Letter of Credit No.]**, dated **[insert date]**, issued by First Republic Bank (the "**Letter of Credit**") for the account of **[insert names of applicant]** ("**Applicant**")

Ladies and Gentlemen:

The undersigned, being the beneficiary ("**Beneficiary**") (or a duly authorized representative thereof) of the Letter of Credit, hereby:

(a) demands payment from you in the amount of **[insert amount in words]** US Dollars (US\$**[insert amount in figures]**) under the Letter of Credit, and

(b) certifies to you that the amount demanded represents funds due and owing from Applicant to Beneficiary under one or more transactions and/or agreements/leases with Applicant.

Each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Letter of Credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this original certificate as of **[insert date]**.

Very truly yours,

[insert name of Beneficiary and date of this Drawing Certificate]

By: **[insert signature]**

Name: **[insert name]**

Title: **[insert title]**

Date: **[insert date]**

**[EXHIBIT TO BE TYPED ON BENEFICIARY'S LETTERHEAD]
IRREVOCABLE STANDBY LETTER OF CREDIT REDUCTION CERTIFICATE**

First Republic Bank
111 Pine Street
San Francisco, California 94111
Attn: Commercial Loan Closing

Re: Irrevocable Standby Letter of Credit No. [insert Letter of Credit No.], dated [insert date], issued by First Republic Bank (the "Letter of Credit") for the account of [insert names of applicant] ("Applicant"), with the current amount available for drawing thereunder being [insert in words current amount available for drawing under the Letter of Credit] US Dollars (US\$[insert in figures current amount available for drawing under the Letter of Credit]).

Ladies and Gentlemen:

The undersigned, being the beneficiary ("Beneficiary") (or a duly authorized representative thereof) of the Letter of Credit, hereby unconditionally and irrevocably requests that you decrease the amount available for drawing under the Letter of Credit by [insert amount in words] US Dollars (US\$[insert amount in figures]), resulting in the amount available for drawing under the Letter of Credit to be reduced to [insert in words reduced amount available for drawing under the Letter of Credit] US Dollars (US\$[insert in figures reduced amount available for drawing under the Letter of Credit]).

IN WITNESS WHEREOF, the undersigned has executed and delivered this original certificate as of the [insert date].

Very truly yours,

[insert name of Beneficiary and date of this Reduction Certificate]

By: [insert signature]

Name: [insert name]

Title: [insert title]

Date: [insert date]

Requested reduction hereby acknowledged:

FIRST REPUBLIC BANK

By: _____

Name: _____

Title: _____

Date: _____



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EXHIBIT B**APPLICATION, REIMBURSEMENT AGREEMENT AND SECURITY AGREEMENT****(Standby Letter of Credit)**

THE APPLICANT SIGNING BELOW HEREBY REQUESTS THAT FIRST REPUBLIC BANK ("ISSUING BANK") ISSUE AN IRREVOCABLE STANDBY LETTER OF CREDIT (THE "CREDIT") ON SUBSTANTIALLY THE TERMS CONTAINED IN THIS APPLICATION ("APPLICATION").

TO (Issuing Office): First Republic Bank 111 Pine Street San Francisco, CA 94111	DATE: May 19, 2022	
APPLICANT (Name and Address): Ideastream Consumer Products, LLC 812 Huron Road E., Suite 360 Cleveland, OH 44115	BENEFICIARY (Name and Address): American Alternative Insurance Corporation c/o Roanoke Insurance Group Inc. 1475 E. Woodfield Rd., Suite 5 Schaumburg, IL 60173-4903	
AMOUNT (In words and in figures): Four Hundred Thousand and 00/100 US Dollars (US \$400,000.00)	AVAILABILITY: Draft(s) drawn at sight on Issuing Bank may be presented at the following location. 1230 Avenue of the Americas, 2nd Floor, New York, NY 10020, Attn: Business Banking	
PARTIAL DRAWINGS (If not checked, partial drawings are <i>not</i> permitted): <input checked="" type="checkbox"/> Partial drawings under the Credit are permitted. (More than one draft may be drawn)		
TRANSFERABILITY (If not checked, the Credit will <i>not</i> be transferable): <input type="checkbox"/> The Credit is transferable	PLACE OF EXPIRATION: The Credit will expire at the Issuing Office.	
EXPIRATION DATE (check only <i>one</i> of the following): <input type="radio"/> Expiration Date _____ (no automatic renewal) <input checked="" type="radio"/> Initial Expiration Date (one year from issuance date) to be automatically extended every year with a final Expiration Date of _____ N/A, unless a non-extension notice is delivered by Issuing Bank to Beneficiary no less than <u>45</u> calendar days before expiration.		
DOCUMENTS: The documents required by Issuing Bank for a draw on the Credit are as follows: (1) THE ORIGINAL CREDIT PLUS ALL EXECUTED WRITTEN AMENDMENTS; AND (2) A DRAWING CERTIFICATE IN THE FORM OF EXHIBIT A TO THE SAMPLE CREDIT ATTACHED TO THIS APPLICATION (Attach sample Credit with all exhibits).		
OPTIONAL: <input type="checkbox"/> CHECK IF BENEFICIARY PREFERS THE DRAWING CERTIFICATE TO REFERENCE SPECIFIC AGREEMENT/LEASE BETWEEN APPLICANT AND BENEFICIARY (Please provide exact wording on attached additional sheet, labeled as attachments to this Application).		
SPECIAL INSTRUCTIONS (Attach additional signed sheet(s), if necessary, labeled as attachments to this Application): Third party collateral account pledged by Charope, Inc.- see Third Party Security Agreement. Third party auto debit account-see Third Party Authorization to Charge Account executed by Charope, Inc.		
TRANSMISSION OF CREDIT: The Credit will be sent to Beneficiary by overnight delivery unless otherwise requested under Special Instructions.		
BY SIGNING THIS APPLICATION, APPLICANT: (A) ACKNOWLEDGES AND AGREES THAT THE CREDIT, IF ISSUED, WILL BE ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE IRREVOCABLE STANDBY LETTER OF CREDIT CONTAINED HEREIN (THE "TERMS AND CONDITIONS"); (B) AGREES TO THE TERMS AND CONDITIONS, INCLUDING ISSUING BANK'S SCHEDULE OF FEES REFERENCED THEREIN AS THE SAME MAY BE AMENDED BY ISSUING BANK FROM TIME TO TIME; AND (C) REPRESENTS AND WARRANTS THAT THIS APPLICATION WAS DULY AUTHORIZED, EXECUTED AND DELIVERED BY APPLICANT AS OF THE DATE FIRST SET FORTH ABOVE.		
Print or Type Name of Applicant: Ideastream Consumer Products, LLC	Signature See Signature Addendum	Print or Type Name of Signatory and Title (if applicable): See Signature Addendum
	Signature See Signature Addendum	Print or Type Name of Signatory and Title (if applicable): See Signature Addendum
	Signature See Signature Addendum	Print or Type Name of Signatory and Title (if applicable): See Signature Addendum

(Issuing Bank to complete)

Letter of Credit No. [REDACTED] 5301

Application, Reimbursement Agreement and Security Agreement
Standby Letter of Credit
FRB 423 E - rev. 08.02.18

APPLICATION, REIMBURSEMENT AGREEMENT AND SECURITY AGREEMENT

(Standby Letter of Credit)

SCHEDULE OF FEES

ISSUANCE FEE:	<u>\$1,000.00</u> (% of Credit Amount or \$ minimum)
RENEWAL FEE (if applicable):	<u>0.25%</u> (% of Credit Amount or \$ minimum)
DRAW FEE:	\$ 500.00
DOCUMENTATION FEE:	<u>\$ 500.00</u>
TRANSFER FEE (if applicable):	<u>0.25% or \$500.00</u> (% of Credit Amount or \$ minimum)
REDUCTION FEE:	\$ 250.00
IN-HOUSE LEGAL REVIEW FEE:	<u>\$ N/A</u>
OTHER:	<u>\$ N/A</u>

 FOR DDA ACCOUNT IN NAME OF APPLICANT

Applicant and Issuing Bank hereby agree that if the auto-debit arrangement for the Auto Debit Account set forth in Paragraph 6 of this Application is terminated by the Applicant (which termination shall be in writing), the renewal fee indicated above shall increase by one-half of one percent (0.50 %) effective as of the first annual renewal following the date of such termination.

 FOR DDA ACCOUNT IN NAME OF THIRD PARTY

Applicant and Issuing Bank hereby agree that if the auto-debit arrangement for the "Account" set forth in the Third-Party Authorization to Charge Account ("Authorization") executed by Applicant, Issuing Bank and Charope, Inc. ("Account Holder") is terminated by Applicant or Account Owner (which termination shall be in writing as provided in the Authorization), the renewal fee indicated above shall increase by one-half of one percent (0.50 %) effective as of the first annual renewal following the date of such termination.

Applicant's Name: Ideastream Consumer Products, LLC

**IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT, LOAN OR OTHER CREDIT TRANSACTION AT
FIRST REPUBLIC BANK**

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each person and entity that opens an account. What this means for you: when you open an account, we will ask for your name, street address, date of birth, and an identification number such as a Social Security Number or tax identification number, that Federal law requires us to obtain. We may also request your driver's license or other identifying documents such as articles of incorporation, a business license, or estate documents. We will also request identifying documents and information for the principals and authorized signers involved in the business or entity.

ADDENDUM

to

APPLICATION, REIMBURSEMENT AGREEMENT AND SECURITY AGREEMENT

(Standby Letter of Credit)

SIGNATURE PAGE

This Addendum is an addendum to the Application, Reimbursement Agreement and Security Agreement (Standby Letter of Credit) ("Application") dated **May 19, 2022**, executed by **Ideastream Consumer Products, LLC** ("Applicant") in connection with a standby letter of credit in the amount of **Four Hundred Thousand and 00/100 US Dollars (US \$400,000.00)** ("Credit").

This Addendum is the signature page to the above-referenced Application.

APPLICANT:

Ideastream Consumer Products, LLC

By: Hippolyte, Ltd., Member

DocuSigned by:
Carlos Bruce Cashman
1AB0FAD447814F6...

By: Carlos Bruce Cashman, President

DocuSigned by:
Daniel Boockvar
417B5B9C20514D8...

By: Daniel Boockvar, Vice President

DocuSigned by:
Stephen Joseph Nee
95FA64D3CCDE448...

By: Stephen Joseph Nee, Treasurer

DocuSigned by:
Michael Thomas Fahey
07704C6FADB448C...

By: Michael Thomas Fahey, Secretary

**FIRST REPUBLIC BANK**

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THIRD PARTY AUTHORIZATION TO CHARGE ACCOUNT

(Standby Letter of Credit)

Charope, Inc. ("Account Holder") is executing this Third-Party Authorization to Charge Account ("Authorization"), dated **May 19, 2022** for reference purposes only, in favor of **First Republic Bank** ("Lender") with reference to the following facts:

A. by **Ideastream Consumer Products, LLC** ("Applicant") has obtained or proposes to obtain a standby letter of credit or standby letter of credits in the total original principal amount of **Four Hundred Thousand and 00/100 US Dollars (US \$400,000.00)** (collectively, the "Credit") from Lender. The Credit will be evidenced by Applicant's Application, Reimbursement Agreement and Security Agreement (Standby Letter of Credit) ("SBLC Agreement"). This Agreement, the SBLC Agreement, the Standby Letter of Credit and all other documents executed by Applicant in connection with the Credit shall be referred to collectively as the "Credit Documents".

B. Account Holder desires to provide this Authorization to Lender to provide for automatic deductions from an account maintained by Account Holder at Lender's offices to make certain payments in connection with the Credit.

Therefore, for valuable consideration, Account Holder authorizes and instructs Lender as follows:

1. **Deductions from Account.** Account Holder authorizes Lender to make automatic deductions from the following deposit account ("Account") maintained by Account Holder at Lender's offices in order to pay funds specified for the Credit, when and as due, including all credit fees ("Payment") that Applicant is required or obligated to make under the Credit Documents.

Account No: [REDACTED] 4156

Without limiting any of the terms of the Credit documents, Applicant acknowledges and agrees that if Applicant defaults in its obligation to make a Payment because the collected funds in the Account are insufficient to make such Payment in full on the date that such Payment is due, then Applicant shall be responsible for all late payment charges and other consequences of such default by Applicant under the terms of the Credit documents.

2. **Revocation of Authorization.** Subject to Section 4 below, this Authorization shall continue in full force and effect until the date which is five (5) business days after the date on which Lender actually receives written notice from Applicant or Account Holder expressly revoking the authority granted to Lender to charge the Account for Payments in connection with the Credit. Such notice shall be given to Lender at the address set forth in Section 3 below. No such revocation by Applicant or Account Holder shall in any way release Applicant from or otherwise affect Applicant's obligations under the Credit documents, including without limitation Applicant's obligations to continue to make all Payments required under the terms of the Credit Documents.

3. **Notices.** All notices to Lender shall be in writing, shall be effective only upon actual receipt by Lender, and shall be delivered to Lender at the following address or to such other address as Lender may designate from time to time in writing to Applicant.

**First Republic Bank
111 Pine Street
San Francisco, California 94111
Attn: Commercial Loan Department**

4. Termination by Lender. Lender, at its option and in its discretion, reserves the right to terminate the arrangement for automatic deductions from the Account pursuant to this Section at any time effective upon written notice of such election (a "Termination Notice") given by Lender to Account Holder. Without limiting the generality of the immediately preceding sentence, Lender may elect to give a Termination Notice to Account Holder if Account Holder fails to comply with any of Lender's rules, regulations, or policies relating to the Account, including requirements regarding minimum balance, service charges, overdrafts, insufficient funds, uncollected funds, returned items, and limitations on withdrawals.

5. Increase in Interest Rate Upon Termination of Automatic Debit Arrangement. The date on which the arrangement for automatic deductions from the Account terminates (whether as a result of Borrower's revocation of such arrangement or any Termination Notice given by the Lender) is referred to as the "Auto Debit Termination Date." Borrower acknowledges and agrees that the Lender would not have been willing to make the Loan at the interest rate or interest rates contained in the Note in the absence of the arrangement for automatic deductions from the Account pursuant to this Authorization. Therefore, effective on the first due date of a Payment following the Auto Debit Termination Date, the Lender, at its option and in its discretion, shall have the right to increase the interest rate on the outstanding principal balance of the Note to a rate which is **one-half of one percent (0.50%)** per annum (the "Percentage Rate Increase") above the otherwise applicable interest rate under the terms of the Note. If the Note bears interest at a fixed interest rate, such fixed interest rate shall be increased by the Percentage Rate Increase. If the Note bears interest at a variable interest rate, the margin used to calculate the variable rate shall be increased by the Percentage Rate Increase. The margin is the number of percentage points that the Lender adds to the index rate to calculate the interest rate applicable to the outstanding principal balance of the Note. Notwithstanding anything to the contrary contained in any of the other Loan Documents, such increase shall not be subject to any interest rate limitations contained in the Loan Documents, except only for any so-called "lifetime" interest rate limit that provides for a maximum over which the interest rate may not increase during the entire term of the Loan. If the Note provides for amortized monthly payments of principal and interest, then the amount of such monthly payments shall be increased by the Lender based on a reamortization schedule prepared by the Lender using the increased interest rate and the then remaining number of months in the original amortization period that was used by the Lender to calculate the original monthly payment amount. Such new monthly payments shall be payable commencing on the first Payment due date following the date of the interest rate increase. In its discretion, the Lender may elect not to impose an increase in the interest rate pursuant to this Section, and in such event, the Lender reserves the right to do so in the future at any time prior to the payment of the principal balance of the Loan in full.

APPLICANT:

Ideastream Consumer Products, LLC

DocuSigned by:
Carlos Bruce Cashman
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By: _____
Carlos Bruce Cashman, President

DocuSigned by:
Daniel Boockvar
417B5B9C20514D8...

By: _____
Daniel Boockvar, Vice President

DocuSigned by:
Stephen Joseph Nee
95FA64D3CCDE448...

By: _____
Stephen Joseph Nee, Treasurer

ACCOUNT HOLDER:

Charope, Inc.

DocuSigned by:
Carlos Bruce Cashman
1AB0FAD447814F6...

By: _____
Carlos Bruce Cashman, President

DocuSigned by:
Daniel Boockvar
417B5B9C20514D8...

By: _____
Daniel Boockvar, Vice President

DocuSigned by:
Stephen Joseph Nee
95FA64D3CCDE448...

By: _____
Stephen Joseph Nee, Treasurer

DocuSigned by:
Michael Thomas Fahey
By: _____
07704C6FADB448C...
Michael Thomas Fahey, Secretary

DocuSigned by:
Michael Thomas Fahey
By: _____
07704C6FADB448C...
Michael Thomas Fahey, Secretary

Accepted:

LENDER:

First Republic Bank

DocuSigned by:
Rose Stewart
By: _____
C8E457E8E4504C8...
Rose Stewart
Title: _____
Director

COPY VIEW

CORPORATE ACCOUNT HOLDER RESOLUTION

RESOLVED: That the Board of Directors of **Charope, Inc.**, having obtained unanimous shareholder consent, hereby authorizes the execution and implementation of the foregoing Third Party Authorization to Charge Account with respect to the Borrower named therein. This resolution will remain in full force and effect until this corporation gives the Lender named therein a new resolution, duly certified by the Secretary hereof.

CERTIFICATION

The undersigned hereby certifies that: (1) the undersigned is the Secretary of the corporation named in the foregoing resolution; (2) each individual who signs the Third Party Authorization to Charge Account authorized therein on behalf of this corporation has the title indicated and is duly authorized by the Board of Directors to undertake said activity; and (3) this resolution was duly adopted by the Board of Directors of this corporation and remains in full force and effect.

DocuSigned by:

Michael Thomas Fahey
07704C6FADB448C...

Michael Thomas Fahey,
Secretary of Charope, Inc.

COPY VIEW



FIRST REPUBLIC BANK

It's a privilege to serve you®

THIRD PARTY SECURITY AGREEMENT

(Deposit Account/Certificate of Deposit Securing Letter of Credit)

This Third Party Security Agreement (Deposit Account/Certificate of Deposit) (the "Agreement"), dated **May 19, 2022** for reference purposes only, is executed by and between **Charope, Inc.** ("Debtor"), and **First Republic Bank** ("Lender" or "Bank"), with reference to the following facts:

A. Ideastream Consumer Products, LLC ("Applicant") has requested a standby letter of credit or standby letter of credits in the total principal amount of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** (collectively, the "Credit") from Bank. The Credit will be evidenced by Borrower's Irrevocable Standby Letter of Credit or Irrevocable Standby Letter of Credits dated **May 19, 2022** in the total original principal face amount of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** (collectively, the "Letter of Credit").

B. Debtor desires that Bank provide the Credit to Borrower; and Debtor as and owner of the assets encumbered hereby, desires to enter into this Agreement to secure payment of the Letter of Credit and the payment and performance of Borrower's other indebtedness and obligations to Bank in connection with the Credit.

THEREFORE, for valuable consideration, the receipt and adequacy of which are acknowledged, Debtor and Bank agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following definitions:

1.1 **Accounting Terms.** All accounting terms and computations shall be based upon generally accepted accounting principles consistently applied.

1.2 **Agreement.** This Security Agreement, any concurrent or subsequent rider to this Security Agreement and any extensions, supplements, amendments or modifications to this Security Agreement and/or to any such rider.

1.3 **Bank.** First Republic Bank, with a place of business located at 111 Pine Street, San Francisco, California 94111.

1.4 **Bank Expenses.** All costs and expenses incurred by Bank in connection with this Agreement or the transactions contemplated hereby, including, without limitation, (i) all costs or expenses required to be paid by Debtor under this Agreement which are paid or advanced by Bank; (ii) all costs or expenses required to be paid by Debtor under the Credit Agreement which are paid or advanced by Bank; (iii) taxes and insurance premiums of every nature and kind of Debtor paid by Bank; (iv) filing, recording, publication, search fees, appraiser fees, auditor fees paid or incurred by Bank in connection with Bank's transactions with Debtor; (v) costs and expenses incurred by Bank in collecting or realizing upon the Collateral (with or without suit) to correct any default or enforce any provision of this Agreement, costs and expenses of suit incurred by Bank in enforcing or defending this Agreement or any portion hereof; and (vi) reasonable attorneys' fees and expenses incurred by Bank in advising, structuring, drafting, reviewing, amending, terminating, enforcing, defending or concerning this Agreement, any portion hereof, any agreement related hereto, or any of the transactions contemplated hereby, whether or not suit is brought, and including, but not limited to, any expenses incurred in any proceedings or case in the U.S. Bankruptcy Courts in enforcing or defending its rights in its Collateral, under this Agreement or under any Letter of Credit or other document executed in connection with this Agreement.

1.5 **Bankruptcy Code.** The Bankruptcy Reform Act of 1978 (11USC §101-1330) as now or hereafter amended or recodified.

1.6 **Applicant.** Ideastream Consumer Products, LLC, whose address is 812 Huron Road E., Suite 360 Cleveland, OH 44115.

1.7 **Code.** The California Uniform Commercial Code, as presently in force and effect and any replacements therefore as and when such replacements become effective.

1.8 Collateral. The assets identified in Exhibit A.

1.9 Copyrights. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

1.10 Debtor. Charope, Inc. whose address is **85 West Street, Floor 3, Suite 4, Walpole, MA 02081**

1.11 Debtor's Books. All of Debtor's books and records including, but not limited to: minute books; ledgers, records indicating, summarizing or evidencing Debtor's assets, liabilities, the Collateral, the Obligations, and all information relating thereto; records indicating, summarizing or evidencing Debtor's business operations or financial condition; and all computer programs, disc or tape files, printouts, runs, and other computer prepared information and the equipment containing such information.

1.12 Event of Default. As set forth in Section 7 of this Agreement.

1.13 Governmental Requirements. All existing and future federal, state and local laws, rules, regulations or orders applicable to the Debtor, its assets, its business and its Collateral.

1.14 Insolvency Proceeding. Any proceeding commenced by or against any person or entity, including Debtor, under any provision of the Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including, but not limited to, assignments for the benefit of creditors, formal or informal moratoriums, compositions or extensions with some or all creditors.

1.15 Judicial Officer or Assignee. Any trustee, receiver, controller, custodian, assignee for the benefit of creditors or any other person or entity having powers or duties like or similar to the powers and duties of a trustee, receiver, controller or assignee for the benefit of creditors.

1.16 Credit Agreement. The credit agreement dated the same date as this agreement executed by Debtor in connection with the Credit.

1.17 Obligations. All debts, obligations, and liabilities of Debtor to Bank currently existing or hereafter made, incurred or created, whether voluntary or involuntary, and however arising or evidenced, whether direct or acquired by Bank by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether under this Agreement, the Letter of Credit, any of the other Credit Documents, or otherwise, and whether Debtor may be liable individually or jointly, or whether recovery upon such debt may be or become barred by any statute of limitations or otherwise unenforceable, including all attorneys' fees and costs now or hereafter payable by Debtor to Bank under the Credit Documents or in connection with the collection and enforcement of such debts, obligations and liabilities. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not secure and the term "Obligations" shall not include any debts that are or may hereafter constitute "consumer credit" which is subject to the disclosure requirements of the federal Truth-In Lending Act (15 U.S.C. Section 1601, et seq.) or any similar state law in effect from time to time, unless Bank and Debtor shall otherwise agree in a separate written agreement.

1.18 Proceeds. As set forth in the Code including without limitations whatever is received upon the sale, lease, exchange, collection or other disposition of Collateral or proceeds, including, without limitation, proceeds of insurance covering Collateral, tax refunds, and any and all accounts, notes, instruments, chattel paper, equipment, money, deposit accounts, goods, or other tangible and intangible property of Debtor resulting from the sale or other disposition of the Collateral, and the proceeds thereof.

2. Security Interest.

2.1 Security Interest.

(a) Debtor hereby grants to Bank a continuing security interest in all presently existing and hereafter acquired or arising Collateral as described in Exhibit A in order to secure prompt repayment and performance of all Obligations. Bank's security interest in the Collateral shall attach to the Collateral without further act on the part of Bank or Debtor.

(b) Such security interest constitutes a valid, security interest in the presently existing Collateral, and will constitute a valid, security interest in Collateral acquired after the date hereof.

2.2 Security Documents: Attorney-In-Fact.

(a) Bank may file all financing statements and confirmation statements as it may deem necessary to perfect and maintain perfected Bank's security interest. Debtor shall execute and deliver, or cause to be executed and delivered, to Bank, concurrently with Debtor's execution of this Agreement, and at any time or times hereafter at the request of Bank, all documents which Bank may reasonably request, in form satisfactory to Bank, to perfect and maintain perfected

Bank's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under this Agreement.

(b) Debtor hereby irrevocably makes, constitutes and appoints Bank (and any of Bank's officers, employees or agents designated by Bank) to act on Bank's behalf as Debtor's true and lawful attorney with power to sign the name of Debtor on any of the above-described documents or on any other similar documents which need to be executed, recorded, and/or filed in order to perfect or continue perfected Bank's security interest in the Collateral.

(c) The appointment of Bank as Debtor's attorney, and each and every one of Bank's rights and powers, being coupled with an interest, are irrevocable so long as any Obligations remain unpaid or unperformed.

3. Warranties and Representations. In order to induce Bank to enter into this Agreement, Debtor warrants, represents and agrees that, until all Obligations are fully paid and performed:

3.1 Title to Assets. Debtor has and at all times will have good, marketable and indefeasible title to the Collateral; the Collateral is and at all times shall remain free and clear of all liens, claims, encumbrances, or other security interests (except as set forth in Exhibit B and except as held by Bank or as may be consented to, in writing, by Bank); and the funds deposited with Bank by Debtor are not proceeds subject to the prior lien of any other creditor.

3.2 Place of Business. Debtor's sole place of business or chief executive office or residence is located at the address set forth in Definitions, and Debtor covenants and agrees that Debtor will not, during the term of this Agreement, without prior written notification to Bank, relocate said sole place of business or chief executive office or residence.

3.3 Status. Debtor, if incorporated or organized as a limited liability company, is and shall at all times hereafter be duly organized and existing and in good standing under the laws of the State of DE, and, if applicable, qualified or licensed to do business, and in good standing as a foreign corporation or foreign limited liability company, as the case may be, in all jurisdictions in which such qualification or licensing is required.

3.4 Authorization and Enforceability. This Agreement and each other document and instrument required by or at any time delivered to Bank by Debtor in connection with this Agreement have been duly authorized, and upon their execution and delivery in accordance with the provisions hereof will constitute legal, valid and binding agreements and obligations of Debtor or the party which executes the same, enforceable in accordance with their respective terms.

3.5 No Violation. The execution, delivery and performance by Debtor of this Agreement and the granting of the liens as provided herein shall not: (a) violate any law or regulation by which Debtor is bound, (b) constitute a breach of any provision contained in the Articles of Incorporation, Bylaws, Articles of Organization, operating agreement or other organization papers of Debtor, or (c) to the best of Debtor's knowledge constitute an event of default under any agreement to which Debtor is now a party or by which Debtor may be bound.

3.6 Payment of Taxes. All assessments and taxes, due or payable by, or imposed, levied or assessed against any item of Collateral, have been paid in full before delinquency.

3.7 No Litigation. There are not presently any actions or proceedings pending by or against Debtor before any court or administrative agency, and Debtor has no knowledge of any pending, threatened or imminent litigation, governmental investigations or claims, complaints, actions or prosecutions involving Debtor, except as heretofore disclosed in writing to Bank.

3.8 Financial Statements and Condition. All financial statements and information relating to Debtor which have been delivered by Debtor to Bank are true and correct and have been prepared in accordance with generally accepted accounting principles consistently applied, and there has been no material adverse change in the financial condition of Debtor since the submission of such financial information to Bank.

3.9 Permits, Franchises. Debtor possesses, and will hereafter possess, all permits, memberships, franchises, contracts and licenses required and all trademark rights, trade names, trade name rights, patents, patent rights and fictitious name rights necessary to enable Debtor to conduct the business in which Debtor is now engaged without conflict with the rights of others.

3.10 Compliance. Debtor has complied with all Governmental Requirements.

3.11 No Defaults. There is no event which is or, with notice or lapse of time or both, would be an Event of Default hereunder.

3.12 Non-Consumer. Certificate of Deposit and any Deposit Account which constitute Collateral are not assets held primarily for personal, family or household purposes and do not secure a credit which is obtained primarily for personal, family or household purposes.

3.13 Adequate Consideration. Debtor is receiving reasonably equivalent consideration for entering into this Security Agreement.

3.14 Solvency. To the best of Debtor's knowledge, Debtor is now and shall be at all times hereafter solvent and able to pay Debtor's debts (including trade debts) as they mature.

3.15 Liquidity. To the best of Debtor's knowledge, upon execution of this Security Agreement, Debtor will remain liquid; the total value of its assets will exceed its liabilities (contingent and non-contingent); and it will be able to pay its debts as they come due.

3.16 Continuing Warranties. Debtor's warranties and representations set forth in Section 3 shall be true and correct at the time of execution of this Agreement by Debtor and shall constitute continuing representations and warranties as long as any of the Obligations remain unpaid or unperformed.

3.17 Warranties and Representations Cumulative. The warranties, representations and agreements set forth herein shall be cumulative and in addition to any and all other warranties, representations and agreements which Debtor shall give, or cause to be given, to Bank, either now or hereafter.

4. General Negative Covenants. During the term hereof and so long as any Obligations remain unpaid or unperformed, Debtor will not:

4.1 Change in Identity. Without prior notice to Bank, change Debtor's name, business structure, identity, or state of formation; nor will Debtor add any new fictitious name, or relocate Debtor's sole place of business or chief executive office or residence.

4.2 Relocation or Transfer. Other than in the ordinary course of Debtor's business, sell, lease, abandon or otherwise dispose of, move, relocate, or transfer, whether by sale or otherwise without Bank's prior written consent: (i) Debtor's business, or (ii) any item of Collateral.

4.3 Acquisitions and Merger. Without prior notice to Bank, acquire, merge or consolidate with or into any other business organization or enter into any partnership, joint venture or other combination; or purchase or lease all or the greater part of the assets or business of another.

4.4 Suspension of Business. Suspend or go out of business, liquidate or dissolve.

5. General Affirmative Covenants. Debtor hereby covenants and agrees that during the term hereof and until all Obligations are fully paid and performed:

5.1 Reimbursements. Debtor shall immediately and without demand reimburse Bank for all sums expended by Bank which constitute Bank Expenses and Debtor hereby authorizes and approves all advances and payments by Bank for items constituting Bank Expenses.

5.2 Accounting Methods. Debtor shall maintain a standard and modern system of accounting in accordance with generally accepted accounting principles consistently applied, with ledger and account cards and/or computer tapes, discs, printouts and records pertaining to Debtor's assets which contain information as may from time-to-time be required by Bank; not modify or change Debtor's method of accounting or enter into, modify, or terminate any agreement presently existing, permit Bank and any of Bank's representatives, on demand, during Debtor's usual business hours, or the usual business hours of third persons having control thereof, to have access to and examine all of Debtor's books relating to any of Debtor's obligations to Bank, Debtor's financial condition and the results of Debtor's operations, and, in connection therewith, permit Bank or any of Bank's representatives to copy and make extracts therefrom.

5.3 Notifications. Debtor shall promptly notify Bank of: (i) any material adverse change in Debtor's financial condition and of any condition or event which constitutes a breach of or Event of Default under this Agreement; (ii) any material pending, threatened or imminent litigation, governmental investigations or claims, complaints, actions or prosecutions involving Debtor; or (iii) any material loss of or material damage to any Collateral or of any adverse change, known to Debtor, in the prospect of payment of any material sums due on or under any instrument or other asset constituting Collateral.

5.4 Taxes. Debtor shall promptly pay all foreign, federal, state and local taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the security interest or to the extent that Debtor contests such taxes or charges, will take appropriate action to promptly assert such contest.

5.5 Lien Free. Debtor shall keep all Collateral free and clear of all security interests, liens and encumbrances, except for the lien of Bank and/or any liens reflected on Exhibit B.

5.6 Inspection. Debtor shall at all reasonable times, permit Bank or its representatives to examine or inspect (upon not less than two business days prior written notice) any Collateral wherever located, and to examine, inspect and

copy Debtor's books and records pertaining to the Collateral and its business and financial condition and to discuss with account debtors and other obligors requests for verifications of amounts owed to Debtor; Debtor shall pay all of Bank's costs and expenses in making any such examination or inspection.

5.7 Records. Debtor shall keep accurate and complete books and records pertaining to the Collateral and submit to Bank such periodic reports concerning the Collateral and Debtor's business as Bank may from time to time reasonably request.

5.8 Reports. Upon Bank's request, Debtor shall deliver to Bank such reports and information available to Debtor's management concerning the Collateral and Debtor's business and affairs as Bank may reasonably request. Such reports shall be in such form, for such periods, contain such information, and shall be rendered with such frequency as Bank may reasonably designate. All reports and information provided to Bank by Debtor shall be complete and accurate in all material respects at the time provided.

5.9 Delivery. Debtor shall if Bank at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Bank any instrument, document or other asset constituting Collateral, duly endorsed or assigned by Debtor.

5.10 Statutes. To the extent that the Code is superseded by another statute, Debtor shall take such action as is reasonably requested by Bank to enforce, perfect, protect, implement, continue, maintain and preserve Bank's right hereunder and under the other Credit Documents and the priority of Bank's lien.

5.11 Further Assurances. At any time and from time to time Debtor shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement and to maintain, preserve and protect the Collateral and Bank's security interest therein.

6. Management And Status Of Collateral.

6.1 Creation. Concurrent herewith or prior hereto Debtor has deposited the funds with Bank to establish the Certificate of Deposit and/or Deposit Account with constituted Collateral.

(a) Bank shall retain physical possession and control of any Certificate of Deposit with constituted Collateral.

(b) Bank shall retain control of any Deposit Account which constitutes Collateral either by virtue of maintaining such Deposit Account or if the Deposit Account is maintained with another bank ("Depository Bank"), Debtor shall have the Depository Bank execute a Deposit Account Control Agreement acceptable to Bank.

6.2 Credit to Value Ratio. At all times Debtor will maintain a credit to value ratio of **one hundred percent (100%)** comparing the credit amount and the amount of the relevant Certificate of Deposit or deposit account.

6.3 Interest. Absent an Event of Default under this Agreement, interest accruing on the funds deposited by Debtor shall accrue for the benefit of Debtor and may be paid to Debtor as provided below.

6.4 Renewal of Certificate of Deposit. If the maturity date of the original Certificate of Deposit is prior to the maturity date of the Credit Agreement, upon the maturity of the original Certificate of Deposit, Debtor, with the proceeds from the original Certificate of Deposit will establish with Bank a replacement Certificate of Deposit or will renew the original Certificate of Deposit. Upon maturity of any replacement Certificate of Deposit, Debtor will establish with Bank another replacement or renewal Certificate of Deposit as provided above. All replacement or renewed Certificates of Deposit (collectively or individually referred to as a "Replacement Certificate of Deposit") will continue to be held by Bank as Collateral under paragraph 3.1.

6.5 Selection of Term or Interest Rate. Upon maturity of the original Certificate of Deposit or of any Replacement Certificate of Deposit, Debtor may select the term and interest rate of the Replacement Certificate of Deposit from those offered by Bank to the general public. Bank shall not be obligated to provide any different terms or rates to Debtor which are not offered to the public.

6.6 Release of Proceeds.

(a) Until all obligations owed to Bank have been paid in full, Debtor shall have no right to negotiate the original Certificate of Deposit or any Replacement Certificate of Deposit or to obtain release of the proceeds thereof, except that:

(i) some funds may be released to Debtor as provided below in subsection (b), and

(ii) interest accruing on the original Certificate of Deposit or on any Replacement Certificate of Deposit shall be paid to Debtor absent a default under this Agreement.

(b) Upon the maturity of the original Certificate of Deposit or of any Replacement Certificate of Deposit, Debtor (so long as no Event of Default has occurred under this Agreement) may request the release of funds to the extent that the proceeds from the relevant Certificate of Deposit exceed the Credit to Value Ratio specified in section 5.2 above.

Bank shall have the right to foreclose any item of Collateral upon the occurrence of an Event of Default under this Agreement.

6.7 Reports. As regards to the original Certificate of Deposit and each Replacement Certificate of Deposit or the Deposit Account; Bank shall provide to Debtor such reports as are customarily prepared and provided by Bank to the general public.

7. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement at the option of Bank:

7.1 Failure to Make Payment. Debtor fails to make any payment of funds as and when required by this Agreement.

7.2 Breach. Debtor fails or neglects to perform, keep or observe any other term, provision, condition, covenant, agreement, warranty or representation contained in this Agreement or in any guaranty of this Agreement or the occurrence of an event of default thereunder.

7.3 Lien Priority. Bank shall cease to have a valid and perfected first priority lien upon any of the Collateral subject only to the liens reflected on Exhibit B, if any.

7.4 Material Impairment. If there is a material impairment of the prospect of repayment of all or any portion of the Obligations, or a material impairment of the value of the Collateral.

7.5 Seizure of Assets. If all or any of the assets of Debtor are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any Judicial Officer or Assignee.

7.6 Voluntary Insolvency. If an Insolvency Proceeding is commenced by Debtor.

7.7 Involuntary Insolvency. If an Insolvency Proceeding is commenced against Debtor or if an involuntary Insolvency Proceeding is commenced against Debtor and not dismissed within sixty (60) days.

7.8 Injunction. If Debtor is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of Debtor's business affairs.

7.9 Misrepresentations.

(a) If any misrepresentation exists in any warranty or representation made to Bank by Debtor or if any warranty or representation is withdrawn by Debtor or any officer, director, member, manager, or partner of Debtor.

(b) If Bank discovers that any material information provided to Bank was materially misleading at the time provided.

8. Bank's Rights And Remedies. If an Event of Default shall have occurred and not been cured or waived in accordance with the terms hereof, Bank shall have the following rights and powers and may, at its option, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Debtor:

8.1 UCC Rights. Bank shall have all of the rights and remedies of a secured party under the Code and under all other applicable laws.

8.2 Acceleration. Bank may declare any or all of the Obligations to be immediately due and payable, including the indebtedness evidenced by the Letter of Credit.

8.3 Extensions of Credit. Bank may discontinue advancing money or extending credit to or for the benefit of Borrower in connection with the Credit or under any other document or agreement between Bank and Borrower.

8.4 Protection of Collateral. Without notice to or demand upon Debtor or any guarantor, make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral to pay, purchase, contest or compromise any encumbrance, charge or lien which in the opinion of Bank appears to be prior or superior to Bank's security interest and to pay all expenses incurred in connection therewith.

8.5 Foreclose on Collateral.

(a) As regards the original Certificate of Deposit and any Replacement Certificate of Deposit, Debtor and Bank agree that a commercially reasonable method of foreclosing upon such Certificate of Deposit is for Bank to

negotiate said Certificate of Deposit and debit or apply the proceeds to the obligations which are owed to Bank. Debtor hereby irrevocably authorizes and instructs Bank to take such action in the event of a default.

(b) As regards any Deposit Account maintained by Bank (or by another bank), Debtor and Bank agree and recognize that a commercially reasonable method of foreclosing on said account is for the Bank to debit the account (or have the other bank deliver to Bank the funds in said account) and apply the proceeds to the obligations which are owed to Bank. Debtor hereby irrevocably authorizes and instructs Bank to take such action in the event of a default.

8.6 Judicial Action. Bank may reduce its claims for breach of any of the Obligations to judgment and foreclose or otherwise enforce its security interest in any or all of the Collateral by any available judicial procedure.

8.7 Discharge Claims. Bank may discharge claims, demands, liens, security interests, encumbrances and taxes affecting any or all of the Collateral and take such other actions as Bank determines to be necessary or appropriate to protect the Collateral and Bank's security interest therein. Bank, without releasing Debtor or any other party from any of the Obligations, may perform any of the Obligations in such manner and to such extent as Bank determines to be necessary or appropriate to protect the Collateral and Bank's security interest therein.

8.8 Proceeds of Liquidation. The proceeds of any liquidation of the Collateral by Bank shall be applied in the following order of priority:

(a) First, to all liabilities, obligations, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Bank in exercising any of its rights or remedies under this Agreement, including the costs and expenses of retaking, holding, and selling any or all of the Collateral and the costs and expenses of enforcing and collecting upon any or all of the Accounts;

(b) Second, to the payment of the Obligations in such order and amounts as Bank may determine in its discretion;

(c) Third, to (i) the satisfaction of indebtedness secured by any subordinate security interest in the Collateral if written demand therefor is received by Bank before distribution of any such proceeds; and (ii) to the satisfaction of any subordinate attachment lien or execution lien if notice of the levy of attachment or execution is received by Bank before distribution of any such proceeds. If requested by Bank, the holder of a subordinate security interest in the Collateral shall furnish Bank with proof of its interest in the Collateral acceptable to Bank, and unless such holder does so, Bank shall have no obligation to comply with such holder's demand; and

(d) Fourth, the surplus, if any, shall be paid to Debtor.

8.9 Remedies Cumulative. The remedies of Bank, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Bank, and may be exercised as often as occasion therefor shall arise. No act of omission or commission by Bank, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Bank and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

9. Liability for Deficiency. Debtor shall at all times remain liable for any deficiency remaining on the Obligations for which Debtor is liable after any disposition of any or all of the Collateral and after Bank's application of any proceeds to the Obligations.

10. Power of Attorney. Debtor hereby irrevocably appoints Bank, with full power of substitution, as Debtor's attorney-in-fact, coupled with an interest, with full power, in Bank's own name or in the name of Debtor to do any or all of the following at any time after the occurrence of any Event of Default:

(a) Endorse any checks, drafts, money orders, notes, and other instruments or documents representing or evidencing the Collateral, or proceeds of the Collateral;

(b) Pay or discharge claims, demands, liens, security interests, encumbrances, or taxes affecting or threatened against any or all of the Collateral;

(c) Collect or receive payment on all Collateral;

(d) Settle and adjust, and give releases of, any insurance claim that relates to any of the Collateral, obtain payment of claim, and make all determinations and decisions with respect to any such policy of insurance, and endorse Debtor's name on any check, draft, instrument or other item of payment or the proceeds of such policies of insurance;

(e) Instruct any accountant or other third person having custody or control of any books or records belonging or relating to the Collateral to give Bank full rights of access with respect thereto; and

(f) Sell, transfer, pledge, make any agreement with respect to, or otherwise deal with any of the Collateral as though Bank were the owner thereof for all purposes.

11. Authorization. Debtor hereby authorizes Bank, without notice or demand and without affecting its liability hereunder, and without consent of Debtor, from time to time to:

- (a) Make any modifications to the Credit Agreement (with the consent of Borrower);
- (b) Assign the Credit and this Security Agreement;
- (c) Take and hold additional security for the payment of the Credit with the consent of the party providing such security; and
- (d) Accept additional guarantors for the payment of the Credit.

12. Waivers.

12.1 Application of Payments. Debtor waives the right to direct the application of any and all collections at any time or times hereafter received by Bank on account of any Obligations, and Debtor agrees that Bank shall have the continuing exclusive right to apply and reapply such payments or collections to the Obligations in any manner as Bank may deem advisable.

12.2 Notices of Demand, Etc. Debtor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, documents, instruments, chattel paper, and guaranties at any time held by Bank on which Debtor may in any way be liable.

12.3 Confidentiality of Accounting. Debtor waives the right to assert a confidential relationship, if any, Debtor may have with any accounting firm and/or service bureau in connection with any information requested by Bank pursuant to or in accordance with this Agreement, and agrees that Bank may contact directly any such accounting firm and/or service bureau in order to obtain such information.

12.4 Third Party Waivers.

(a) Debtor hereby waives any and all right Debtor has, or may have, to require Bank to: (i) proceed against any other person or guarantor; (ii) proceed or exhaust any security held from any person; (iii) proceed against any guarantor; or (iv) pursue any other remedy available to Bank.

(b) Until the Obligations have been paid in full, Debtor does hereby waive all rights of subrogation and any right to enforce any remedy which Debtor now has, or may have, against Borrower, and Debtor does hereby waive any benefit of and any right to participate in, any security now or hereafter held by Bank from Borrower. Debtor hereby waives any defense it may have now or in the future based on any election of remedies by Bank which destroys Debtor's subrogation rights or Debtor's rights to proceed against Borrower for reimbursement and Debtor acknowledges that it will be liable to Bank even though Debtor may well have no such recourse against Borrower.

(c) Debtor hereby waives notice of: (i) acceptance and reliance on this Security Agreement and (ii) notice of default or demand in the case of default.

(d) Debtor hereby waives any right or defense it may now or hereafter have based upon: (i) Bank's release of any party who may be obligated to Bank; (ii) Bank's release or impairment of any collateral for the obligations or agreements guaranteed under this Security Agreement; and (iii) the modification or extension of the obligations or agreements guaranteed under this Security Agreement.

(e) Debtor hereby waives any and all suretyship defense now or hereafter available to it under the California Civil Code or the California Commercial Code.

(f) Without limiting the generality of any other waiver or other provision of this Security Agreement, Debtor hereby waives, to the maximum extent such provision of this Security Agreement, Debtor hereby waives, to the maximum extent such waiver is permitted by law, any and all benefits or defenses arising directly or indirectly under any one or more of: (i) California Civil Code Sections 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2846, 2847, 2848, 2849, 2850, 2899 and 3433; or (ii) or California Commercial Code Section 3605.

13. Actions. Bank shall have the right, but not the obligation, to commence, appear in, or defend any action or proceeding which affects or which Bank determines may affect (a) the Collateral; (b) Debtor's or Bank's rights or obligations under the Credit Documents; (c) Debtor's or Bank's rights under this Agreement; or (d) the Credit. Whether or not Debtor is in default under the Credit Documents, Bank shall at all times have the right to take any and all actions which Bank in its good faith business judgment determines to be necessary or appropriate to protect Bank's interest in connection with the Credit.

14. Miscellaneous.

14.1 Taxes and Other Expenses Regarding the Collateral. If Debtor fails to pay promptly when due to any person or entity, monies which Debtor is required to pay by reason of any provision in this Agreement, Bank may, but need not, pay the same and charge Debtor's account therefor, and Debtor shall promptly reimburse Bank therefor. All such sums shall be Bank Expenses hereunder. Any payments made by Bank shall not constitute: (a) an agreement by Bank to make similar payments in the future, or (b) a waiver by Bank of any default under this Agreement. Bank need not inquire as to, or contest the validity of, any such expense, tax, security interest, encumbrance or lien and the receipt of the usual official notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

14.2 Notices. Any notice, demand or request required hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying; (c) overnight courier; or (d) registered or certified, first class U.S. mail, return receipt requested.

To Debtor:

Charope, Inc.
85 West Street, Floor 3, Suite 4
Walpole, MA 02081

To Bank:

First Republic Bank
111 Pine Street
San Francisco, California 94111

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either subsection (a) or (b), above, shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to subsection (c) above, shall be deemed received on the business day immediately following deposit with the overnight courier, and, if sent pursuant to subsection (d), above, shall be deemed received forty-eight (48) hours following deposit into the U.S. mail.

14.3 Destruction of Debtor's Documents. Any documents, schedules, invoices or other papers delivered to Bank may be destroyed or otherwise disposed of by Bank six (6) months after they are delivered to or received by Bank unless Debtor does request, in writing, the return of the said documents, schedule, invoices or other papers and makes arrangements, at Debtor's expense, for their return.

14.4 Choice of Law. The validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder and concerning the Collateral, shall be determined under, governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in the County of San Francisco, State of California, or the federal courts located in the Northern District of California. Debtor waives any right Debtor may have to assert the doctrine of forum non conveniens or to object to such venue and hereby consents to any court-ordered relief.

14.5 Attorneys' Fees. On demand Debtor shall reimburse Bank for all costs and expenses, including without limitation reasonable attorneys' fees costs and disbursements (and fees and disbursements of Bank's in-house counsel) (collectively the "Fees and Costs") expended or incurred by Bank in any arbitration, mediation, judicial reference, legal action, legal proceeding or otherwise in connection with (a) the amendment, interpretation and enforcement of this Agreement including without limitation Fees and Costs incurred in connection with any workout, attempted workout, and/or in connection with the rendering of legal advice as to Bank's rights, remedies and obligations under this Agreement, (b) collecting any sum which becomes due Bank under this Agreement, (c) any proceeding, or any appeal, or (d) the protection, preservation of enforcement of any rights of Bank under this Agreement. Fees and Costs shall include, without limitation, attorneys fees and costs incurred in connection with the following: (1) contempt proceedings; (2) discovery; (3) any motion, adversary proceeding, contested matter, confirmation or opposition to plan of reorganization or any other activity of any kind in connection with a bankruptcy case or relating to any petition under Title 11 of the United States Code; (4) garnishment, levy, and debtor and third party examinations; and (5) postjudgment motions and proceedings of any kind, including without limitation any activity taken to collection or enforce any judgment.

14.6 Agreement Binding, Assignment. This Agreement shall be binding and deemed effective when executed by Debtor and accepted and executed by Bank. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights hereunder without Bank's prior written consent and any prohibited assignment shall be absolutely void. No consent to an assignment by Bank shall release Debtor or any guarantor from their obligations to Bank. Bank reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Bank's rights and benefits hereunder. In connection therewith, Bank may disclose all documents and information which Bank now has or hereafter may have relating to Debtor or Debtor's business.

14.7 Article and Section Headings. Article and section headings and article and section numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each articulate and section applies equally to this entire Agreement.

14.8 Construction. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

14.9 Time of Essence. Time is of the essence of each provision of the Credit Documents.

14.10 No Third Party Beneficiaries. The Credit Documents are entered into for the sole protection and benefit of Bank, Debtor and Guarantors (if any), as applicable, and their respective permitted successors and assigns. No other Person shall have any rights or causes of action under the Credit Documents.

14.11 Performance of Covenants. Debtor shall perform all of its covenants under this Agreement at its sole cost and expense.

14.12 No Waiver by Bank. No waiver by Bank of any of its rights or remedies in connection with the Credit Documents shall be effective unless such waiver is in writing and signed by Bank.

14.13 Term. This Agreement shall continue in full force and effect as long as any of the Obligations are outstanding and until terminated by written agreement of Bank.

14.14 Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

14.15 Integration. This Agreement cannot be changed or terminated orally. No modification or amendment to this Agreement shall be effective unless in writing, executed by Bank. Except as to currently existing obligations of Debtor to Bank, all prior agreements, understandings, representations, warranties, and negotiations between the parties whether written or oral, if any, are merged into this Agreement.

14.16 Term. This Agreement shall continue in full force and effect as long as any of the Obligations are outstanding and until terminated by written agreement of Bank.

14.17 Amendment. This Agreement may be modified only by a written agreement signed by Debtor and Bank.

14.18 Successors. This Agreement shall be binding upon and inure to the benefit of Debtor and Bank and their respective permitted successors and assigns.

15. Joint Liability. If there is more than one party who is defined as Debtor in this Agreement, this Agreement shall be binding jointly and severally on each such Debtor and the assets of such Debtor.

16. Waiver of Jury Trial. Bank and Debtor hereby voluntarily, unconditionally and irrevocably waive, to the extent permitted by applicable law, trial by jury in any litigation arbitration or proceeding in a state or federal court with respect to, in connection with, or arising out of this agreement or the obligations, or any instrument or document delivered in connection with this Agreement or the transactions contemplated hereby, or the validity, protection, interpretation, collection or enforcement thereof, or any other claim or dispute howsoever arising (including tort and claims for breach of duty), between Bank and Debtor.

IN WITNESS WHEREOF, Debtor has executed and delivered this Agreement on the date first hereinabove written.

Debtor:

Charope, Inc.

DocuSigned by:
Carlos Bruce Cashman
1AB0FAD447814F6...
By: _____
Carlos Bruce Cashman, President

Accepted:

First Republic Bank

DocuSigned by:
Rose Stewart
CBE457E8E4504CB
By: _____
Name: _____
Title: _____
Director

DocuSigned by:
Daniel Boockvar
417B5B9C20514D8...
By: _____
Daniel Boockvar, Vice President

DocuSigned by:
Stephen Joseph Nee
95FA64D3CCDE448...
By: _____
Stephen Joseph Nee, Treasurer

DocuSigned by:
Michael Thomas Fahey
07704C6FADB448C...
By: _____
Michael Thomas Fahey, Secretary

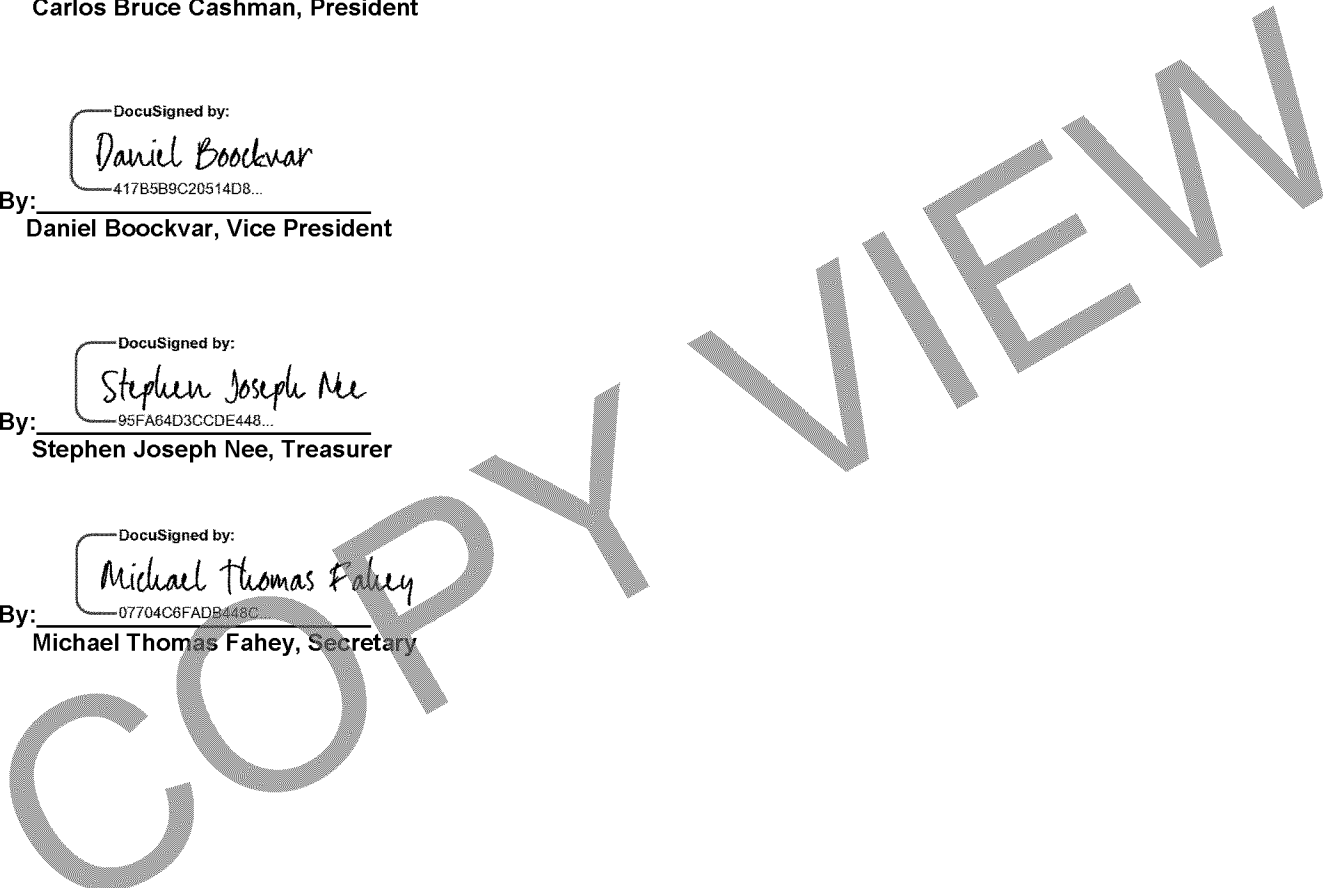


EXHIBIT A

TO THIRD PARTY SECURITY AGREEMENT (Deposit Account/Certificate of Deposit)

The Collateral shall consist of all right, title and interest which each Debtor now has or may hereafter acquire in and to the following whether or not in Debtor's possession:

1. Certificate of Deposit Number [REDACTED] 5258 maintained with Bank in the name of **Charope, Inc.** any and all extensions, renewals and replacements thereof and interest thereon;
2. All proceeds and products of the foregoing as defined in the Code; and
3. All of Debtor's books relating to the foregoing.

COPY VIEW

EXHIBIT B
TO THIRD PARTY SECURITY AGREEMENT
(Permitted Liens)

Liens pursuant to that certain Credit Agreement, dated as of December 18, 2020, by and between Thrasio, LLC and Royal Bank of Canada, as amended.

COPY VIEW