

2. **ASSIGNMENT.** For value received, the Assignor hereby collaterally assigns, transfers, and pledges to the Secured Party, and hereby grants a security interest and lien to the Secured Party, in and to all of the Assignor's claims, options, privileges, rights, title and interest in, to and under the life insurance policy described below:

Policy No.: 1668036
Issued by: Voya Life Insurance Company ("Insurer")
On the life of: Delbert G. McDougal (the "Insured")
Face Amount: \$10,000,000.00

together with any and all applications, riders, endorsements, supplements, amendments, renewals and all other documents that modify or otherwise affect the terms and conditions of such policy issued in connection therewith, and any and all death benefits and proceeds thereunder and thereof (collectively, the "Life Policy"), and further including all of the following rights, limited in each case and in the aggregate, to the Security Amount of not more than \$10,000,000.00 including the Loan Amount and all unpaid interest due thereon each as set forth in the Note:

- (a) the right to collect from the Insurer the net proceeds of the Life Policy payable upon the death of the Insured or maturity of the Life Policy;
- (b) the right to collect the net proceeds payable upon the sale, transfer or assignment by the Assignor of the Life Policy to the extent expressly permitted under the Security Agreement;
- (c) the right to any and all contract rights, arising from or relating to the Life Policy, and any and all payment rights, and the other rights listed above, existing with respect thereto;

3. **SECURED OBLIGATIONS.** This Assignment shall secure the payment and performance of all of the obligations of the Assignor set forth in the Security Agreement (the "Obligations"). The term Obligations shall include, without limitation, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding.

4. **REPRESENTATIONS AND WARRANTIES.** The Assignor hereby represents and warrants to the Secured Party as follows:

- (a) it is a duly organized and validly existing trust in good standing under the laws of the State of Delaware;
- (b) the execution, delivery and performance by the Assignor of this Assignment (i) are within the Assignor's organizational power, (ii) have been duly authorized by all necessary action, and (iii) do not contravene any provision of the Assignor's organizational documents (the "Organizational Documents"), any law, rule or regulation applicable to the Assignor or its assets, or conflict with, violate, create a lien (other than the lien created by this Agreement) or default under, or require a consent under, the Life Policy or other document or agreement to which the Assignor is a party or by which it or its assets are bound;

- (c) this Assignment constitutes a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally);
- (d) to the Assignor's knowledge, the Life Policy is in full force and effect and constitutes the valid and binding obligation of the Insurer, enforceable in accordance with its terms;
- (e) the Life Policy has not lapsed;
- (f) the information set forth in Section 2 hereto with respect to the Life Policy is true and correct in all respects;
- (g) the Life Policy is free and clear of any and all Liens other than security interests and other interests in favor of the Assignor, or granted by the Assignor to the Secured Party under or in connection with this Assignment and the Security Agreement;
- (h) it has not assigned or granted or suffered any Lien or security interest against any of its right, title or interest in the Life Policy to any other person or entity, except for Liens securing the Obligations;
- (i) there is no default, breach or violation under the Life Policy, and no event has occurred that, with notice and/or the expiration of any grace or cure period, would constitute a default, breach or violation under the Life Policy;
- (j) no proceedings in bankruptcy are pending or to the best of the Assignor's knowledge threatened against the Assignor, its sole beneficiary or the Insured (and no grounds exist for such proceedings) and none of the Assignor's, its sole beneficiary's or the Insured's property is subject to any assignment for the benefit of creditors; and

5. COVENANTS. The Assignor hereby covenants and agrees with the Secured Party as follows:

- (a) Wells Fargo Bank N.A. is hereby authorized and directed, upon presentation of a duly executed copy of this Assignment, to recognize the Secured Party's claims to rights and remedies hereunder and under and in respect of the Life Policy without investigating the reason for any action taken by the Secured Party, or the validity or the amount of the Obligations or the existence of any default therein, or the giving of any notice hereunder, under applicable law or otherwise, or the application to be made by the Secured Party of any amounts to be paid to the Secured Party; the sole signature of the Secured Party shall be sufficient for the exercise of any rights under the Life Policy assigned hereby and the receipt by the Secured Party of the full outstanding Loan Amount together with all unpaid interest thereon shall be a full discharge and release therefore to the Assignor; and wire transfers or checks for all or any part of the sums payable under the Life Policy and assigned herein shall be paid to the Secured Party if, when, and in such amounts as may be requested by the Secured Party;
- (b) the Secured Party shall be under no obligation to pay from its own funds any premium, or the principal of or interest on loans or advances on the Life Policy, if any, whether or not

obtained by the Secured Party, or any other charges on the Life Policy, but such amounts so paid by the Secured Party from its own funds shall become a part of the Obligations hereby secured, shall be due and payable in accordance with the terms of Security Agreement, and shall accrue interest;

(c) the exercise of any right, remedy, option, privilege or power given to the Secured Party under this Assignment shall be made or performed solely at the option of the Secured Party, and the Secured Party may exercise any such right, remedy, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by, the Assignor;

(d) the Assignor shall, at its sole cost and expense, maintain or cause to be maintained the Life Policy;

(e) the Assignor shall not take any action in contravention of or that would otherwise limit or impair the Secured Party's security interest in the Life Policy, or grant or permit to exist any Lien on the Life Policy other than in favor of the Secured Party except in accordance with the Security Agreement;

(f) the Assignor shall comply with and enforce all provisions of its Organizational Documents;

6. **TERMINATION.** Upon the final and irrevocable payment and satisfaction in full of all of the Obligations, this Assignment and the security interests created hereunder shall terminate and the Secured Party covenants and agrees that the Secured Party thereupon will take all actions reasonably requested by the Assignor to evidence and effectuate the release of such security interests and any other interests in favor of the Secured Party created hereby.

7. **NO WAIVER.** Any forbearance or failure or delay by the Secured Party in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. The Secured Party may take or release other security, may release any party primarily or secondarily liable for any of the Obligations, may grant extensions, renewals or indulgences with respect to the Obligations, or may apply the Obligations in such order as the Secured Party shall determine the proceeds of the Life Policy hereby assigned or any amount received on account of the Life Policy by the exercise of any right permitted under this Assignment, without resorting or regard to other security or any guaranty. No waiver of any provision hereof shall be effective unless it shall be in writing and signed by the Secured Party.

8. **MISCELLANEOUS.**

(a) **Amendments.** No provision of this Assignment shall be waived, modified or limited except by a written agreement signed by the Assignor and the Secured Party. The unenforceability of any provision of this Assignment shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of the Secured Party in exercising any rights under this Assignment shall operate as a waiver of such right or of any other right under this Assignment. This Assignment shall be binding upon the Assignor and its successors and permitted assigns and shall inure to the benefit of the Secured Party and its

successors and assigns.

(b) **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to its conflicts of law rules).

(c) **Notices.** Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied, couriered or delivered to: the Assignor or to the Secured Party, as the case may be, in each case addressed to it at its address set forth below, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 10(d). All such notices and other communications shall, when mailed, telecopied, couriered or delivered, respectively, be effective when deposited in the mails, telecopied, delivered to the courier or delivered, respectively, addressed as aforesaid; except that notices and other communications to either party shall not be effective until received by either party. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Assignment shall be effective as delivery of an original executed counterpart thereof.

If to the Assignor:

Centurion ISG Services, LLC

301 Yamato Rad, Suite 2250,

Boca Raton, FL 33431

If to the Secured Party:

Vantage Retirement Plans, LLC,

FBO Edwin Ezrine IRA# 0031076,

20860 North Tatum Boulevard, Suite 240,

Phoenix, AZ 85050

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to any person (other than the Assignor or the Secured Party) designated on the signature pages hereto to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

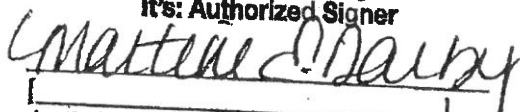
[Signature Page Follows]

SIGNATURE PAGE

Secured Party:

**Vantage Retirement Plans, LLC, FBO
Edwin Ezrine IRA# 0031076 by:**

**VANTAGE RETIREMENT PLANS, LLC
BY: Martine Darby
It's: Authorized Signer**



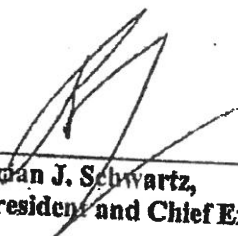
_____,
Authorized Signatory.

Read and Approved by Edwin Ezrine:


Edwin Ezrine.

Assignor:

Centurion ISG Services, LLC by:



**Brian J. Schwartz,
President and Chief Executive Officer**

COMPOSITE EXHIBIT G

SUBORDINATED PROMISSORY NOTE

This Promissory Note (the "Agreement") is made as of December [21], 2017 (the "Effective Date"), by and between Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# [0031087] ("Junior Lender"), Vantage Retirement Plans, LLC an Arizona limited liability company FBO Edwin Ezrine IRA# 0031076 ("Senior Lender"), and Centurion ISG Services, LLC, an Delaware limited liability company ("Borrower"). This Agreement states the terms of the loan (the "Junior Loan") made by Junior Lender to Borrower to finance the monetary and other obligations of Borrower as hereinafter set forth.

NOW, THEREFORE, Junior Lender, Borrower, and where applicable, the Senior Lender, agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms as set forth in Schedule 1 attached hereto.
2. Subordination Agreement. The Borrower, the Lender and the Senior Lender hereby agree that this Agreement and the Junior Loan contemplated hereby shall be subordinated in all respects to the Senior Note and the Senior Loan made thereunder, and the Junior Lender hereby subordinates its right to payment and satisfaction of the Junior Loan, and the payment and satisfaction thereof, directly or indirectly, by any means whatsoever, is hereby deferred, to the prior indefeasible payment in full of the Senior Loan.
3. Junior Loan Advance and Interest.
 - a. The amount due from the Borrower to the Junior Lender shall be an amount equal to the Junior Loan Amount set forth in Schedule 2, together with all interest accrued and accruing hereunder.
 - b. Interest at the rate of ten percent per annum (10% p.a.) ("Interest Rate") will accrue on a monthly basis and shall payable monthly in accordance with Section 3(a).
4. Repayments.
 - a. Interest:
 - i. The Borrower shall make repayments of interest, at the Interest Rate,

to the Junior Lender each calendar month, in accordance with Schedule 2, for the duration of the Term, as such may be extended in accordance with Section 4, on account of all interest due hereunder.

ii. All interest due under this Agreement shall continue to accrue until repayment of all or any part of the Principal in accordance with this Agreement.

b. Principal: The Borrower shall repay the Principal upon the occurrence of the Repayment Date or the Final Maturity Date, as applicable.

5. Term. The term of this Agreement shall be for an initial period (the "Initial Term") commencing on the Funding Date and expiring ten (10) years thereafter, and shall extend thereafter, at the option of either Party giving the other Party 90 days advance notice thereof, for a further period, commencing upon the day following the expiration of the Term (the "Termination Date") and ending 5 years thereafter (the "Final Maturity Date"). In the event that the Borrower does not exercise its option to extend in accordance with this Agreement, the Borrower shall repay the Junior Loan Amount together with any outstanding interest thereon on a date which shall be not later than one hundred and eighty (180) days after the Termination Date (such payment date, the "Repayment Date").

6. Prepayments.

a. The Borrower shall have the right, commencing on the first anniversary of the Funding Date, to repay the Principal in whole or in any part thereof and in the event of prepayment, in whole or in part, a prepayment premium shall be assessed against such prepaid amount as follows:

i. If any such prepayment occurs on or after the first (1st) anniversary of the Funding Date but before the second (2nd) anniversary of the Funding Date, the prepayment premium shall equal twenty percent (20%) of the amount of such Principal prepaid; and

ii. If any such prepayment occurs on or after the second (2nd) anniversary of the Funding Date but before the third (3rd) anniversary of the Funding Date, the prepayment premium shall equal eighteen percent (18%) of the amount of such Principal prepaid; and

iii. If any such prepayment occurs on or after the third (3rd) anniversary of the Funding Date but before the fourth (4th) anniversary of the Funding Date, the prepayment premium shall equal sixteen percent

(16%) of the amount of such Principal prepaid; and

- iv. If any such prepayment occurs on or after the fourth (4th) anniversary of the Funding Date but before the fifth (5th) anniversary of the Funding Date, the prepayment premium shall equal fourteen percent (14%) of the amount of such Principal prepaid; and
 - v. If any such prepayment occurs on or after the fifth (5th) anniversary of the Funding Date but before the sixth (6th) anniversary of the Funding Date, the prepayment premium shall equal twelve percent (12%) of the amount of such Principal prepaid; and
 - vi. If any such prepayment occurs on or after the sixth (6th) anniversary of the Funding Date but before the expiration of the Initial Term, the prepayment premium shall equal ten percent (10%) of each, if more than one, amount of Principal prepaid.
- b. In the event that the Term is extended pursuant to Section 4 of this Agreement, any prepayment of all or any part of the Principal made by the Borrower at any time after the expiration of the Initial Term shall not be subject to any prepayment premium or any other charge except for any outstanding Interest thereon as of the date of such prepayment, as required by Section 5.c. of this Agreement
 - c. In the event of a prepayment of the full amount of the Principal at any time such prepayment shall include, without limitation, the full amount of the Principal together with all outstanding Interest thereon, further together with the prepayment premium corresponding to the time of such prepayment.
7. Use of Proceeds. The Junior Lender and the Borrower each acknowledge and agree, for the avoidance of doubt, that with effect from the Funding Date and throughout the Term, the Borrower shall be entitled to utilize the proceeds of the Junior Loan for its general business purposes, including without limitation, payment to the Borrower, of an annual management fee equal to One Per Cent (1%) of the Junior Loan Amount, per annum, for each year of the Term, paid in advance as a lump sum on or after the Funding Date, together with such other fees and expenses as the Borrower shall from time to time incur PROVIDED THAT nothing in this Section 6 shall in any way reduce the amount of Principal and Interest due under this Agreement, or limit the Borrower's obligation to repay the Principal and Interest due under this Agreement.

8. Default Provisions.

a. Upon Borrower's failure to make any Repayment when due, or its breach of any of its obligations under this Agreement, or its breach of any covenant, representation, or warranty in this Agreement, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due (each an "Event of Default") Junior Lender may, if such Event of Default has not been remedied by Borrower within ninety (90) days after written notice or the occurrence of such Event or Default, at Junior Lender's option to the maximum extent permitted by law, accelerate the maturity of the Junior Loan, declare the Junior Loan, accrued interest and other amounts payable hereunder immediately due and payable and seek any and all other remedies available for the enforcement of the Agreement, at law, in equity or otherwise. Notwithstanding the foregoing, the Junior Loan plus accrued interest and other amounts payable hereunder shall be automatically and immediately due and payable upon Borrower's bankruptcy, general assignment or the benefit of creditors or failure to pay debts as they become due. Junior Lender may exercise the option to accelerate upon the occurrence of an Event of Default by Borrower regardless of any prior forbearance. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

9. Hold Harmless. To the fullest extent permitted by law, Borrower agrees to hold harmless Junior Lender and any affiliates, directors, officers, employees, shareholders, assigns, representative or agents (each such person being "Indemnitee") for any loss, liability, damages or expenses (including reasonable attorneys fees) (collectively, "Liabilities") suffered by virtue of acts or omissions or alleged acts or omissions arising out of such Indemnitee's activities, except to the extent any such Liability arises as a result of the gross negligence or willful misconduct of such Indemnitee.

10. Third Party Beneficiary. The Parties each acknowledge that Karen Ezrine is an intended beneficiary of the Junior Lender's rights under this Agreement and is entitled to enforce the provisions of this Agreement as they relate to the Junior Lender.

11. General Provisions.

b. No Waiver. Junior Lender may delay or forego enforcing any of the Junior Lender's rights or remedies under this Agreement without losing them. Borrower waives presentment, demand for payment, and notice of dishonor.

Upon any change in the terms of the Agreement, and unless otherwise expressly stated in writing, Borrower shall not be released from liability

- c. Governing Law. This Agreement shall be governed by the internal laws of the State of New York.
- d. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

[signatures on following page]

Schedule 1.

Definitions

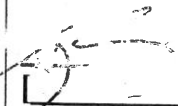
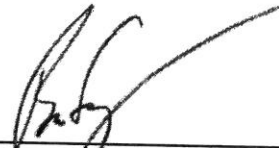
" <u>Borrower</u> "	has the meaning set forth in the preamble of this Agreement.
" <u>Effective Date</u> "	has the meaning set forth in the preamble of this Agreement.
" <u>Event of Default</u> "	means Borrower's failure to make any payment when due, or its breach of any of its obligations under this Agreement, or its breach of any covenant, representation, or warranty in this Agreement, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due.
" <u>Final Maturity Date</u> "	has the meaning set forth in Section 4 of this Agreement.
" <u>Funding Date</u> "	Means the date on which the Borrower receives the Loan Amount in cleared funds from the Junior Lender.
" <u>Interest Rate</u> "	has the meaning set forth in Section 2 (b) of this Agreement.
" <u>Junior Lender</u> "	has the meaning set forth in the preamble of this Agreement.
" <u>Junior Loan</u> "	has the meaning set forth in the preamble of this Agreement.
" <u>Junior Loan Amount</u> " and " <u>Principal</u> "	means, where the context so admits, the amount set forth on <u>Schedule 1</u> attached hereto and made a part hereof.
" <u>Payment Date</u> "	has the meaning set forth in Section 4 of this Agreement.
" <u>Repayment Date</u> "	has the meaning set forth in Section 4 of this Agreement.
" <u>Senior Lender</u> "	means Vantage Retirement Plans, LLC an Arizona limited liability company FBO Edwin Ezrine IRA# 0031076
" <u>Senior Note</u> "	means that certain Promissory Note entered into by and

Schedule 2.

Junior Loan Amount and Monthly Repayments

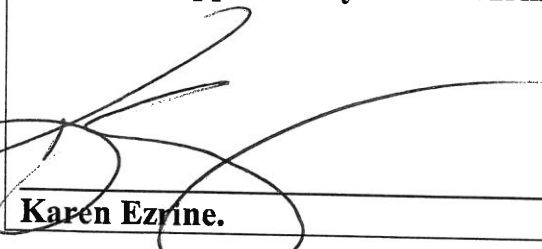
Loan Amount (or Principal):	\$151,467.66
Monthly Repayment Amount:	\$1,262.22

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<p>Vantage Retirement Plans, LLC, FBO Karen Ezrine IRA# [] by:</p> <p> _____, Authorized Signatory.</p>	<p>Centurion ISG Services, LLC by:</p> <p> _____ Brian J. Schwartz, President and Chief Executive Officer</p>
---	---

**Vantage Retirement Plans, LLC, FBO
Edwin Ezrine IRA# 0031076 by:**


_____,
Authorized Signatory.

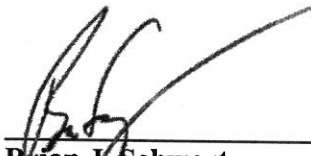
<p>Read and Approved by Karen Ezrine:</p> <p> _____ Karen Ezrine.</p>	
--	--

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# [] by:**

Centurion ISG Services, LLC by:


_____,
Authorized Signatory.

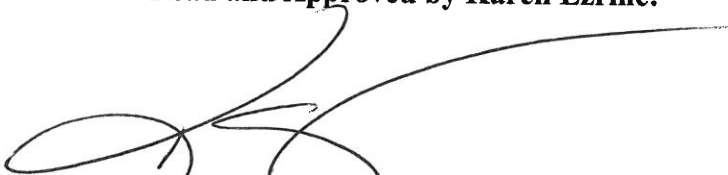


**Brian J. Schwartz,
President and Chief Executive Officer**

**Vantage Retirement Plans, LLC, FBO
Edwin Ezrine IRA# 0031076 by:**

_____,
Authorized Signatory.

Read and Approved by Karen Ezrine:




Karen Ezrine.

SIGNATURE PAGE

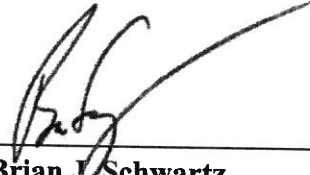
Secured Party:

**Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# [] by:**


_____,
Authorized Signatory.


Assignor:

Centurion ISG Services, LLC by:



**Brian J. Schwartz,
President and Chief Executive Officer**

Read and Approved by Karen Ezrine:



Karen Ezrine.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<p>Vantage Retirement Plans, LLC, FBO Karen Ezrine IRA# 0031087 by: <i>Martine D. Darby</i></p> <p>VANTAGE RETIREMENT PLANS, LLC BY: Martine Darby It's: Authorized Signer], Authorized Signatory.</p>	<p>Centurion ISG Services, LLC by:</p> <p><i>Brian O. Schwartz</i></p> <p>Brian O. Schwartz, President and Chief Executive Officer</p>
---	--

Vantage Retirement Plans, LLC, FBO
Edwin Ezrine IRA# 0031076 by:

[_____]],
Authorized Signatory.

Read and Approved by Karen Ezrine;

Karen Ezrine

Karen Ezrine.

**SUBORDINATED COLLATERAL ASSIGNMENT OF INTEREST IN LIFE
INSURANCE POLICY**

This SUBORDINATED COLLATERAL ASSIGNMENT OF INTEREST IN LIFE INSURANCE POLICY (this "Assignment") dated as of December 21 2017, and is made by and between Centurion ISG Services, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Assignor") and Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# [0031087] (together with its successors and assigns, the "Secured Party").

WHEREAS, by that certain Promissory Note (the "Senior Note") entered into by and between Vantage Retirement Plans, LLC an Arizona limited liability company FBO Edwin Ezrine IRA# 0031076 ("Senior Lender") and the Borrower as of August __, 2017, the Senior Lender and the Borrower set forth the terms of the loan (the "Senior Loan") made by Senior Lender to Borrower to finance the monetary and other obligations of Borrower as set forth therein.

WHEREAS, the Borrower executed and delivered that certain Security Agreement (the "Senior Security Agreement") entered into by and between the Senior Lender and the Borrower as of August __, 2017, pursuant to the Senior Note, as collateral security for the payment and satisfaction of the Borrower's obligations set forth in the Senior Note.

WHEREAS, by that certain Promissory Note (the "Junior Note") entered into by and between the Secured Party, as Junior Lender, and the Assignor, as Borrower, as of the Effective Date, the Parties set forth the terms of the loan (the "Junior Loan") made by the Secured Party, as Junior Lender, to the Assignor, as Borrower, to finance the monetary and other obligations of Borrower, including the obligation to repay interest thereon, as set forth in the Junior Note.

WHEREAS, pursuant to that certain Subordinated Security Agreement, dated as of the Effective Date (as amended, restated, supplemented and otherwise modified from time to time, the "Subordinated Security Agreement"), by and among the Assignor, as Borrower, and the Secured Party, as Junior Lender, the Assignor agreed to provide the Secured Party with a security interest in the Assignor's interest in Policies (defined in the Security Agreement), subject to the Senior Lender's right set forth in the Senior Security Agreement and to the extent of not more than \$3,000,000.00 (the "Security Amount") which Security Amount includes the Loan Amount together with all unpaid interest due thereon each as set forth in the Note in return for the Secured Party agreeing to make the Loan (defined in the Security Agreement) available to the Assignor pursuant to the Note;

WHEREAS, the Assignor is the holder of the one hundred per cent (100%) security interest in the Life Policy (defined in Section 2 below) subject to the interest of the Senior Lender pursuant to the Senior Security Agreement, which interests include without limitation the sole right to collect the net proceeds of the Life Policy when it becomes a claim by death or maturity from the

provided for hereunder shall be in writing (including telecopier) and mailed, telecopied, couriered or delivered to: the Assignor or to the Secured Party, as the case may be, in each case addressed to it at its address set forth below, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 10(d). All such notices and other communications shall, when mailed, telecopied, couriered or delivered, respectively, be effective when deposited in the mails, telecopied, delivered to the courier or delivered, respectively, addressed as aforesaid; except that notices and other communications to either party shall not be effective until received by either party. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Assignment shall be effective as delivery of an original executed counterpart thereof.

If to the Assignor:

Centurion ISG Services, LLC
301 Yamato Rad, Suite 2250,
Boca Raton, FL 33431

If to the Secured Party:

Vantage Retirement Plans, LLC,
FBO Karen Ezrine IRA# **0031081**
20860 North Tatum Boulevard, Suite 240,
Phoenix, AZ 85050

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to any person (other than the Assignor or the Secured Party) designated on the signature pages hereto to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.


[Signature Page Follows]

SIGNATURE PAGE

Secured Party:

**Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# [00318] by:**

**VANTAGE RETIREMENT PLANS, LLC
BY: Lisa Davis
It's: Authorized Signer**


_____,
Authorized Signatory.

Assignor:

Centurion ISG Services, LLC by:



**Brian J. Schwartz,
President and Chief Executive Officer**

Read and Approved by Karen Ezrine:



Karen Ezrine.

SUBORDINATED SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made as of December [21], 2017 (the "Effective Date"), by and between Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# [0031087] ("Junior Lender"), Vantage Retirement Plans, LLC an Arizona limited liability company FBO Edwin Ezrine IRA# 0031076 ("Senior Lender"), and Centurion ISG Services, LLC, an Delaware limited liability company ("Borrower"). Hereinafter the Senior Lender, the Junior Lender and the Borrower may also be referred to individually as a "Party" and together as the "Parties".

BACKGROUND

WHEREAS, by that certain Promissory Note (the "Senior Note") entered into by and between the Senior Lender and the Borrower as of August __, 2017, the Senior Lender and the Borrower set forth the terms of the loan (the "Senior Loan") made by Senior Lender to Borrower to finance the monetary and other obligations of Borrower as set forth therein.

WHEREAS, the Borrower executed and delivered that certain Security Agreement (the "Senior Security Agreement") entered into by and between the Senior Lender and the Borrower as of August __, 2017, pursuant to the Senior Note, as collateral security for the payment and satisfaction of the Borrower's obligations set forth in the Senior Note.

WHEREAS, by that certain Subordinated Promissory Note (the "Junior Note") entered into by and between the Lender and the Borrower as of the Effective Date, the Parties set forth the terms of the loan (the "Junior Loan") made by Lender to Borrower to finance the monetary and other obligations of Borrower as set forth therein.

WHEREAS, this Agreement is being executed and delivered by Borrower in favor of Junior Lender pursuant to Junior Note, as collateral security for the payment and satisfaction of the Borrower's obligations set forth in the Junior Note, subject to the senior interest of the Senior Lender as set forth in the Senior Note.

WHEREAS, the Junior Lender and the Senior Lender, with the Borrower's knowledge and consent (to the extent such knowledge and consent is required), have agreed to the subordination in favor of Senior Lender as provided herein of the Junior Lender's right to payment of the existing and future obligations of the Borrower to the Junior Lender, to the existing and future obligations of Borrower to the Senior Lender.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Junior Lender, Borrower, and where applicable, the Senior Lender, agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms as set forth in Schedule 1 attached hereto.
2. Subordination Agreement. The Borrower, the Lender and the Senior Lender hereby agree that the rights of the Junior Lender set forth in this Agreement shall be subordinated in all respects to the Senior Security Agreement and the Senior Lender's interest in the collateral secured thereby.
3. Security. Subject to the Senior Lender's rights set forth in the Senior Security Agreement and to the provisions set forth Section 4 of this Agreement, in order to secure the payment and performance of all the obligations of Borrower to Junior Lender, Borrower hereby pledges, assigns, grants, transfers, sets over, and delivers to Secured Party and grants to Secured Party a security interest in all of Borrower's right, title, and interest of every kind or nature, without limitation, in, to and under those certain life insurance policies (each a "Policy", and collectively, the "Policies"), details of which are set forth on Schedule 2 attached hereto and made a part hereof
4. The Policies. The Borrower represents that:
 - a. the Policies are held in the name of Bank of Utah (the "Bank") and credited to a securities account (the "Account") established by the Bank for the benefit of Centurion Insurance Services Group, LLC ("Centurion") subject to the rights of the Borrower set forth below.
 - b. the Borrower is the holder of the one hundred per cent (100%) security interest in each Policy, which interests include without limitation the sole right to collect the net proceeds of each Policy when it becomes a claim by death or maturity from the life insurance company that issued such Policy (each, an "Insurance Company" and collectively, the "Insurance Companies"); the sole right to surrender each Policy and receive the surrender value thereof at any time provided by the terms of such Policy and at such other times as the applicable Insurance Company may allow; the sole right to obtain one or more loans or advances on the Policies, either from the Insurance Companies or, at any time, from any other persons, and to pledge or assign the Policies as security for such loans or advances; the sole right to

collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policies now or hereafter made or apportioned thereto, and to exercise any and all options contained in each Policy with respect thereto; and the sole right to exercise all nonforfeiture rights permitted by the terms of the Policies or allowed by the Insurance Companies and to receive all benefits and advantages derived therefrom (the "Borrower's Security Interest").

- c. The Borrower's Security Interest in the Policies is free and clear of all mortgages, charges, liens and loans.

5. Junior Lender's Collateral.

- a. To secure Borrower's payment and performance under the terms of the Note and this Agreement, Borrower hereby grants the Junior Lender an interest in the Policies, to the extent of the Loan Amount and all interest due hereunder (the "Collateral").
- b. The Policies comprising the Collateral shall have a net present value equal to an amount, which shall be not less than Three Million Dollars (\$3,000,000.00), calculated by the MAPS model utilizing a twelve percent (12%) discount rate (the "Value").
- c. The Junior Lender's interest in the Collateral secures payment of the Loan. It also secures Borrower's other obligations under this Agreement as the law allows.
- d. In connection with Borrower's grant of an interest in the Collateral, Borrower shall execute a Collateral Assignment (as defined Schedule 1) over each Policy and deliver the same to the Junior Lender. The Parties agree that the Collateral Assignment shall provide security to the Junior Lender to the extent of the Principal amount of the Loan together with all interest due but unpaid thereon from time to time up to a maximum amount of Three Million Dollars (\$3,000,000.00)

6. Borrower's Right of Substitution.

The Parties each acknowledge and agree that notwithstanding anything contained in this Agreement to the contrary:

- a. at any time during the Term, as may be extended in accordance with this Agreement, (i) the Borrower shall be entitled, to withdraw one or more Policies (each a "Withdrawn Policy") and substitute (each, a "Substitution") such Withdrawn Policy with one or more alternative life insurance policies of equal or greater Value (each, a "Substituted Policy").
 - b. In the event, and on each occasion, that the Borrower makes a Substitution in accordance with this Agreement,
 - i. the Borrower shall issue such entitlement orders to the Bank as are necessary to give effect to such Substitution and shall direct the Bank to provide written confirmation of such Substitution to the Junior Lender; and
 - ii. the Junior Lender shall execute a release of the Collateral Assignment granted by the Borrower over such Withdrawn Policy; and
 - iii. the Borrower shall execute a Collateral Assignment with respect to each Substituted Policy and deliver the same to the Junior Lender.
 - c. Upon any Policy becoming a Withdrawn Policy, such Policy shall no longer be subject to the terms of this Agreement, and the Junior Lender shall not have any rights over such Withdrawn Policy.
7. Default Provisions. Upon Borrower's failure to make any Repayment when due, or its breach of any of its obligations under this Agreement or the Note, or its breach of any covenant, representation, or warranty in this Agreement or the Note, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due (each an "Event of Default"):
- a. The Borrower shall immediately thereupon take all steps necessary and use its best endeavors to liquidate such of the Policies as are sufficient to repay the Loan Amount together with all unpaid interest thereon, and upon closing of any sale pursuant to such liquidation, the Borrower shall pay to the Junior Lender or its designee such of the proceeds thereof as are equal to the Loan Amount together with all unpaid interest thereon.
 - b. Junior Lender may, if such Event of Default has not been remedied by Borrower within ninety (90) days after written notice or the occurrence of

such Event or Default, at Junior Lender's option to the maximum extent permitted by law, accelerate the maturity of the Loan, declare the Loan, accrued interest and other amounts payable hereunder immediately due and payable and seek any and all other remedies available for the enforcement of the Agreement, at law, in equity or otherwise. Notwithstanding the foregoing, the Loan plus accrued interest due through repayment, and other amounts payable hereunder shall be automatically and immediately due and payable upon Borrower's bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

- c. In the event that the Borrower fails to pay the amounts due under the Note or before the expiration of the Term and fails to relinquish the Collateral, Borrower will pay Junior Lender's costs, including reasonable attorneys' fees, court costs, and collection costs paid in connection with the Junior Lender's foreclosure thereon.

8. Hold Harmless. To the fullest extent permitted by law, Borrower agrees to hold harmless Junior Lender and any affiliates, directors, officers, employees, shareholders, assigns, representative or agents (each such person being "Indemnitee") for any loss, liability, damages or expenses (including reasonable attorneys fees) (collectively, "Liabilities") suffered by virtue of acts or omissions or alleged acts or omissions arising out of such Indemnitee's activities, except to the extent any such Liability arises as a result of the gross negligence or willful misconduct or such Indemnitee.

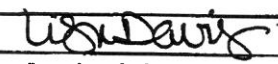

9. General Provisions.

- a. No Waiver. Junior Lender may delay or forego enforcing any of the Junior Lender's rights or remedies under this Agreement without losing them. Borrower waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of the Agreement, and unless otherwise expressly stated in writing, Borrower shall not be released from liability
- b. Governing Law. This Agreement shall be governed by the internal laws of the State of New York.
- c. Entire Agreement. This Agreement represents the entire agreement of the

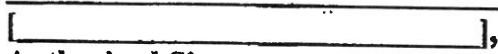
parties with respect to its subject matter and supersedes any prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

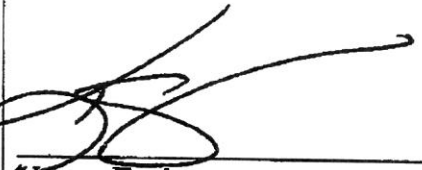
[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<p>Vantage Retirement Plans, LLC, FBO Karen Ezrine IRA# 031087 by:</p> <p>VANTAGE RETIREMENT PLANS, LLC BY: Lisa Davis It's: Authorized Signer</p> <p> Authorized Signatory.</p>	<p>Centurion ISG Services, LLC by:</p> <p></p> <p>Brian J. Schwartz, President and Chief Executive Officer</p>
---	--

**Vantage Retirement Plans, LLC, FBO
Edwin Ezrine IRA# 0031076 by:**


Authorized Signatory.

<p>Read and Approved by Karen Ezrine:</p> <p></p> <p>Karen Ezrine.</p>	
---	--

Schedule 1.

Definitions

- "Bank" has the meaning set forth in Section 3 of this Agreement.
- "Borrower" has the meaning set forth in the preamble of this Agreement.
- "Collateral Assignment" means a collateral assignment substantially in the form of Exhibit A attached hereto and made a part hereof
- "Effective Date" has the meaning set forth in the preamble of this Agreement.
- "Event of Default" means Borrower's failure to make any payment when due, or its breach of any of its obligations under this Agreement, or its breach of any covenant, representation, or warranty in this Agreement, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due.
- "Junior Lender" has the meaning set forth in the preamble of this Agreement.
- "Junior Loan" has the meaning set forth in the recitals of this Agreement.
- "Junior Note" has the meaning set forth in the recitals of this Agreement.
- "Policy" and "Policies" have the meanings respectively set forth in Section 2 of this Agreement provided that such meanings shall, where applicable, include any Substituted Policy resulting from a Substitution under Section 4 and shall, where applicable, exclude any Withdrawn Policy withdrawn under Section 4.

“Substitution”

has the meaning set forth in Section 4 of this Agreement.

“Substituted Policy”

has the meaning set forth in Section 4 of this Agreement.

“Term”

has the meaning set forth in the Note

“Withdrawn Policy”

has the meaning set forth in Section 4 of this Agreement.

Schedule 2.

The Policy.

Policy No.:	1671005
Insurance Company:	Voya Life Insurance Company
Insured:	Delbert G. McDougal

0031087
SN-CEKME1

**SUBORDINATED COLLATERAL ASSIGNMENT OF INTEREST IN LIFE
INSURANCE POLICY**

This SUBORDINATED COLLATERAL ASSIGNMENT OF INTEREST IN LIFE INSURANCE POLICY (this "Assignment") dated as of December 21 2017, and is made by and between Centurion ISG Services, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Assignor") and Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# [0031087] (together with its successors and assigns, the "Secured Party").

WHEREAS, by that certain Promissory Note (the "Senior Note") entered into by and between Vantage Retirement Plans, LLC an Arizona limited liability company FBO Edwin Ezrine IRA# 0031076 ("Senior Lender") and the Borrower as of August , 2017, the Senior Lender and the Borrower set forth the terms of the loan (the "Senior Loan") made by Senior Lender to Borrower to finance the monetary and other obligations of Borrower as set forth therein.

WHEREAS, the Borrower executed and delivered that certain Security Agreement (the "Senior Security Agreement") entered into by and between the Senior Lender and the Borrower as of August , 2017, pursuant to the Senior Note, as collateral security for the payment and satisfaction of the Borrower's obligations set forth in the Senior Note.

WHEREAS, by that certain Promissory Note (the "Junior Note") entered into by and between the Secured Party, as Junior Lender, and the Assignor, as Borrower, as of the Effective Date, the Parties set forth the terms of the loan (the "Junior Loan") made by the Secure Party, as Junior Lender, to the Assignor, as Borrower, to finance the monetary and other obligations of Borrower, including the obligation to repay interest thereon, as set forth in the Junior Note.

WHEREAS, pursuant to that certain Subordinated Security Agreement, dated as of the Effective Date (as amended, restated, supplemented and otherwise modified from time to time, the "Subordinated Security Agreement"), by and among the Assignor, as Borrower, and the Secured Party, as Junior Lender, the Assignor agreed to provide the Secured Party with a security interest in the Assignor's interest in Policies (defined in the Security Agreement), subject to the Senior Lender's right set forth in the Senior Security Agreement and to the extent of not more than \$3,000,000.00 (the "Security Amount") which Security Amount includes the Loan Amount together with all unpaid interest due thereon each as set forth in the Note in return for the Secured Party agreeing to make the Loan (defined in the Security Agreement) available to the Assignor pursuant to the Note;

WHEREAS, the Assignor is the holder of the one hundred per cent (100%) security interest in the Life Policy (defined in Section 2 below) subject to the interest of the Senior Lender pursuant to the Senior Security Agreement, which interests include without limitation the sole right to collect the net proceeds of the Life Policy when it becomes a claim by death or maturity from the

Insurer (defined in Section 2 below); the sole right to surrender the Life Policy and receive the surrender value thereof at any time provided by the terms of the Life Policy and at such other times as the Insurer may allow; the sole right to obtain one or more loans or advances on the Life Policy, at any time, from any Person (as such term is defined in Section 1-201 (b) (27) of the Uniform Commercial Code), and to pledge or assign the Life Policy as security for such loans or advances; the sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Life Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Life Policy with respect thereto; and the sole right to exercise all nonforfeiture rights permitted by the terms of the Life Policy or allowed by the Insurer and to receive all benefits and advantages derived therefrom;

WHEREAS, pursuant to the Security Agreement, the Assignor has agreed to execute and deliver this Assignment to the Secured Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. ASSIGNMENT. For value received, the Assignor hereby collaterally assigns, transfers, and pledges to the Secured Party, and hereby grants a security interest and lien to the Secured Party, in and to all of the Assignor's claims, options, privileges, rights, title and interest in, to and under the life insurance policy described below:

Policy No.: 1671005

Issued by: Voya Life Insurance Company ("Insurer")

On the life of: Delbert G. McDougal (the "Insured")

together with any and all applications; riders, endorsements, supplements, amendments, renewals and all other documents that modify or otherwise affect the terms and conditions of such policy issued in connection therewith, and any and all death benefits and proceeds thereunder and thereof (collectively, the "Life Policy"), and further including all of the following rights, limited in each case and in the aggregate, to the Security Amount of not more than \$3,000,000.00 including the Loan Amount and all unpaid interest due thereon each as set forth in the Note:

- (a) the right to collect from the Insurer the net proceeds of the Life Policy payable upon the death of the Insured or maturity of the Life Policy;
- (b) the right to collect the net proceeds payable upon the sale, transfer or assignment by the

Assignor of the Life Policy to the extent expressly permitted under the Security Agreement;

(c) the right to any and all contract rights, arising from or relating to the Life Policy, and any and all payment rights, and the other rights listed above, existing with respect thereto;

3. SECURED OBLIGATIONS. This Assignment shall secure the payment and performance of all of the obligations of the Assignor set forth in the Security Agreement (the "Obligations"). The term Obligations shall include, without limitation, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding.

4. REPRESENTATIONS AND WARRANTIES. The Assignor hereby represents and warrants to the Secured Party as follows:

(a) it is a duly organized and validly existing trust in good standing under the laws of the State of Delaware;

(b) the execution, delivery and performance by the Assignor of this Assignment (i) are within the Assignor's organizational power, (ii) have been duly authorized by all necessary action, and (iii) do not contravene any provision of the Assignor's organizational documents (the "Organizational Documents"), any law, rule or regulation applicable to the Assignor or its assets, or conflict with, violate, create a lien (other than the lien created by this Agreement) or default under, or require a consent under, the Life Policy or other document or agreement to which the Assignor is a party or by which it or its assets are bound;

(c) this Assignment constitutes a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally);

(d) to the Assignor's knowledge, the Life Policy is in full force and effect and constitutes the valid and binding obligation of the Insurer, enforceable in accordance with its terms;

(e) the Life Policy has not lapsed;

(f) the information set forth in Section 2 hereto with respect to the Life Policy is true and correct in all respects;

(g) the Life Policy is free and clear of any and all Liens other than security interests and other interests in favor of the Assignor, or granted by the Assignor to the Secured Party under or in connection with this Assignment and the Security Agreement;

(h) it has not assigned or granted or suffered any Lien or security interest against any of its

right, title or interest in the Life Policy to any other person or entity, except for Liens securing the Obligations;

(i) there is no default, breach or violation under the Life Policy, and no event has occurred that, with notice and/or the expiration of any grace or cure period, would constitute a default, breach or violation under the Life Policy;

(j) no proceedings in bankruptcy are pending or to the best of the Assignor's knowledge threatened against the Assignor, its sole beneficiary or the Insured (and no grounds exist for such proceedings) and none of the Assignor's, its sole beneficiary's or the Insured's property is subject to any assignment for the benefit of creditors; and

5. COVENANTS. The Assignor hereby covenants and agrees with the Secured Party as follows:

(a) the Bank of Utah is hereby authorized and directed, upon presentation of a duly executed copy of this Assignment, to recognize the Secured Party's claims to rights and remedies hereunder and under and in respect of the Life Policy without investigating the reason for any action taken by the Secured Party, or the validity or the amount of the Obligations or the existence of any default therein, or the giving of any notice hereunder, under applicable law or otherwise, or the application to be made by the Secured Party of any amounts to be paid to the Secured Party; the sole signature of the Secured Party shall be sufficient for the exercise of any rights under the Life Policy assigned hereby and the receipt by the Secured Party of the full outstanding Loan Amount together with all unpaid interest thereon shall be a full discharge and release therefore to the Assignor; and wire transfers or checks for all or any part of the sums payable under the Life Policy and assigned herein shall be paid to the Secured Party if, when, and in such amounts as may be requested by the Secured Party;

(b) the Secured Party shall be under no obligation to pay from its own funds any premium, or the principal of or interest on loans or advances on the Life Policy, if any, whether or not obtained by the Secured Party, or any other charges on the Life Policy, but such amounts so paid by the Secured Party from its own funds shall become a part of the Obligations hereby secured, shall be due and payable in accordance with the terms of Security Agreement, and shall accrue interest;

(c) the exercise of any right, remedy, option, privilege or power given to the Secured Party under this Assignment shall be made or performed solely at the option of the Secured Party, and the Secured Party may exercise any such right, remedy, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by, the Assignor;

(d) the Assignor shall, at its sole cost and expense, maintain or cause to be maintained the

Life Policy;

(e) the Assignor shall not take any action in contravention of or that would otherwise limit or impair the Secured Party's security interest in the Life Policy, or grant or permit to exist any Lien on the Life Policy other than in favor of the Secured Party except in accordance with the Security Agreement;

(f) the Assignor shall comply with and enforce all provisions of its Organizational Documents;

6. **TERMINATION.** Upon the final and irrevocable payment and satisfaction in full of all of the Obligations, this Assignment and the security interests created hereunder shall terminate and the Secured Party covenants and agrees that the Secured Party thereupon will take all actions reasonably requested by the Assignor to evidence and effectuate the release of such security interests and any other interests in favor of the Secured Party created hereby.

7. **NO WAIVER.** Any forbearance or failure or delay by the Secured Party in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. The Secured Party may take or release other security, may release any party primarily or secondarily liable for any of the Obligations, may grant extensions, renewals or indulgences with respect to the Obligations, or may apply the Obligations in such order as the Secured Party shall determine the proceeds of the Life Policy hereby assigned or any amount received on account of the Life Policy by the exercise of any right permitted under this Assignment, without resorting or regard to other security or any guaranty. No waiver of any provision hereof shall be effective unless it shall be in writing and signed by the Secured Party.

8. **MISCELLANEOUS.**

(a) **Amendments.** No provision of this Assignment shall be waived, modified or limited except by a written agreement signed by the Assignor and the Secured Party. The unenforceability of any provision of this Assignment shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of the Secured Party in exercising any rights under this Assignment shall operate as a waiver of such right or of any other right under this Assignment. This Assignment shall be binding upon the Assignor and its successors and permitted assigns and shall inure to the benefit of the Secured Party and its successors and assigns.

(b) **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to its conflicts of law rules).

(c) **Notices.** Except as otherwise provided herein, all notices and other communications

provided for hereunder shall be in writing (including telecopier) and mailed, telecopied, couriered or delivered to: the Assignor or to the Secured Party, as the case may be, in each case addressed to it at its address set forth below, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 10(d). All such notices and other communications shall, when mailed, telecopied, couriered or delivered, respectively, be effective when deposited in the mails, telecopied, delivered to the courier or delivered, respectively, addressed as aforesaid; except that notices and other communications to either party shall not be effective until received by either party. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Assignment shall be effective as delivery of an original executed counterpart thereof.

If to the Assignor:

Centurion ISG Services, LLC
301 Yamato Rad, Suite 2250,
Boca Raton, FL 33431

If to the Secured Party:

Vantage Retirement Plans, LLC,
FBO Karen Ezrine IRA# **D031081**
20860 North Tatum Boulevard, Suite 240,
Phoenix, AZ 85050

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to any person (other than the Assignor or the Secured Party) designated on the signature pages hereto to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

[Signature Page Follows]

SIGNATURE PAGE

Secured Party:

**Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# [00208] by:**

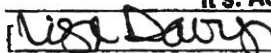
Assignor:

Centurion ISG Services, LLC by:

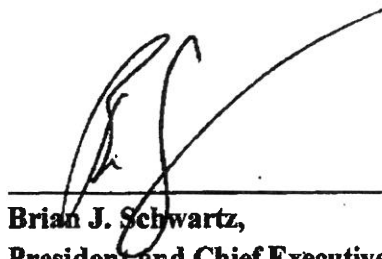
VANTAGE RETIREMENT PLANS, LLC

BY: Lisa Davis

It's: Authorized Signer

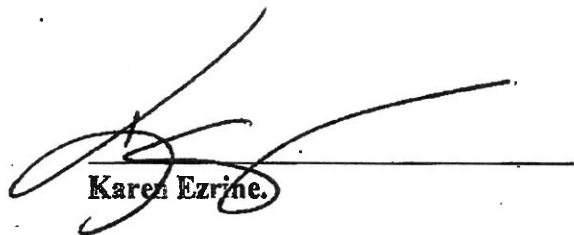

_____,

Authorized Signatory.



Brian J. Schwartz,
President and Chief Executive Officer

Read and Approved by Karen Ezrine:



Karen Ezrine.

COMPOSITE
EXHIBIT
H

PROMISSORY NOTE

This Promissory Note (the "Agreement") is made as of [August] [09], 2019 (the "Effective Date"), by and between Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# 0031087 ("Lender"), and Centurion ISG Services, LLC, a Delaware limited liability company ("Borrower"). This Agreement states the terms of the loan (the "Loan") made by Lender to Borrower to finance the monetary and other obligations of Borrower as hereinafter set forth.

NOW, THEREFORE, Lender, Borrower, and where applicable, the Senior Lender, agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms as set forth in Schedule 1 attached hereto.
2. Loan Advance and Interest.
 - a. The amount due from the Borrower to the Lender shall be an amount equal to the Loan Amount set forth in Schedule 2, together with all interest accrued and accruing hereunder.
 - b. Interest at the rate of ten percent per annum (10% p.a.) ("Interest Rate") will accrue on a monthly basis and shall payable monthly in accordance with Section 3(a).
3. Repayments.
 - a. Interest:
 - i. The Borrower shall make repayments of interest, at the Interest Rate, to the Lender each calendar month, in accordance with Schedule 2, for the duration of the Term, as such may be extended in accordance with Section 4, on account of all interest due hereunder.
 - ii. All interest due under this Agreement shall continue to accrue until repayment of all or any part of the Principal in accordance with this Agreement.
 - b. Principal: The Borrower shall repay the Principal upon the occurrence of the Repayment Date or the Final Maturity Date, as applicable.

4. Term. The term of this Agreement shall be for an initial period (the "Initial Term") commencing on the Funding Date and expiring ten (10) years thereafter, and shall extend thereafter, at the option of either Party giving the other Party 90 days advance notice thereof, for a further period, commencing upon the day following the expiration of the Term (the "Termination Date") and ending 5 years thereafter (the "Final Maturity Date"). In the event that the Borrower does not exercise its option to extend in accordance with this Agreement, the Borrower shall repay the Loan Amount together with any outstanding interest thereon on a date which shall be not later than one hundred and eighty (180) days after the Termination Date (such payment date, the "Repayment Date").

5. Prepayments.

a. The Borrower shall have the right, commencing on the first anniversary of the Funding Date, to repay the Principal in whole or in any part thereof and in the event of prepayment, in whole or in part, a prepayment premium shall be assessed against such prepaid amount as follows:

- i. If any such prepayment occurs on or after the first (1st) anniversary of the Funding Date but before the second (2nd) anniversary of the Funding Date, the prepayment premium shall equal twenty percent (20%) of the amount of such Principal prepaid; and
- ii. If any such prepayment occurs on or after the second (2nd) anniversary of the Funding Date but before the third (3rd) anniversary of the Funding Date, the prepayment premium shall equal eighteen percent (18%) of the amount of such Principal prepaid; and
- iii. If any such prepayment occurs on or after the third (3rd) anniversary of the Funding Date but before the fourth (4th) anniversary of the Funding Date, the prepayment premium shall equal sixteen percent (16%) of the amount of such Principal prepaid; and
- iv. If any such prepayment occurs on or after the fourth (4th) anniversary of the Funding Date but before the fifth (5th) anniversary of the Funding Date, the prepayment premium shall equal fourteen percent (14%) of the amount of such Principal prepaid; and
- v. If any such prepayment occurs on or after the fifth (5th) anniversary of the Funding Date but before the sixth (6th) anniversary of the

Funding Date, the prepayment premium shall equal twelve percent (12%) of the amount of such Principal prepaid; and

- vi. If any such prepayment occurs on or after the sixth (6th) anniversary of the Funding Date but before the expiration of the Initial Term, the prepayment premium shall equal ten percent (10%) of each, if more than one, amount of Principal prepaid.
 - b. In the event that the Term is extended pursuant to Section 4 of this Agreement, any prepayment of all or any part of the Principal made by the Borrower at any time after the expiration of the Initial Term shall not be subject to any prepayment premium or any other charge except for any outstanding Interest thereon as of the date of such prepayment, as required by Section 5.c. of this Agreement
 - c. In the event of a prepayment of the full amount of the Principal at any time such prepayment shall include, without limitation, the full amount of the Principal together with all outstanding Interest thereon, further together with the prepayment premium corresponding to the time of such prepayment.
6. Use of Proceeds. The Lender and the Borrower each acknowledge and agree, for the avoidance of doubt, that with effect from the Funding Date and throughout the Term, the Borrower shall be entitled to utilize the proceeds of the Loan for its general business purposes, including without limitation, payment to the Borrower, of an annual management fee equal to One Per Cent (1%) of the Loan Amount, per annum, for each year of the Term, paid in advance as a lump sum on or after the Funding Date, together with such other fees and expenses as the Borrower shall from time to time incur PROVIDED THAT nothing in this Section 6 shall in any way reduce the amount of Principal and Interest due under this Agreement, or limit the Borrower's obligation to repay the Principal and Interest due under this Agreement.
7. Default Provisions.
- a. Upon Borrower's failure to make any Repayment when due, or its breach of any of its obligations under this Agreement, or its breach of any covenant, representation, or warranty in this Agreement, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due (each an "Event of Default") Lender may, if such Event of Default has not been remedied by Borrower within ninety (90) days after written notice or the occurrence of such Event or Default, at Lender's option to the maximum extent permitted by law, accelerate the maturity of the Loan, declare the Loan, accrued interest and other amounts payable hereunder

immediately due and payable and seek any and all other remedies available for the enforcement of the Agreement, at law, in equity or otherwise. Notwithstanding the foregoing, the Loan plus accrued interest and other amounts payable hereunder shall be automatically and immediately due and payable upon Borrower's bankruptcy, general assignment or the benefit or creditors or failure to pay debts as they become due. Lender may exercise the option to accelerate upon the occurrence of an Event of Default by Borrower regardless of any prior forbearance. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

- b. In the event that the Borrower fails to pay the amounts due hereunder on or before the expiration of the Term and fails to relinquish the Collateral, Borrower will pay Lender's reasonable costs, including reasonable attorneys' fees, court costs, and collection costs paid in connection with the Lender's foreclosure thereon.
8. Hold Harmless. To the fullest extent permitted by law, Borrower agrees to hold harmless Lender and any affiliates, directors, officers, employees, shareholders, assigns, representative or agents (each such person being "Indemnitee") for any loss, liability, damages or expenses (including reasonable attorneys fees) (collectively, "Liabilities") suffered by virtue of acts or omissions or alleged acts or omissions arising out of such Indemnitee's activities, except to the extent any such Liability arises as a result of the gross negligence or willful misconduct or such Indemnitee.
 9. Third Party Beneficiary. The Parties each acknowledge that Karen Ezrine is an intended beneficiary of the Lender's rights under this Agreement and is entitled to enforce the provisions of this Agreement as they relate to the Lender.
 10. General Provisions.
 - c. No Waiver. Lender may delay or forego enforcing any of the Lender's rights or remedies under this Agreement without losing them. Borrower waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of the Agreement, and unless otherwise expressly stated in writing, Borrower shall not be released from liability
 - d. Governing Law. This Agreement shall be governed by the internal laws of the State of New York.
 - e. Entire Agreement. This Agreement represents the entire agreement of the

parties with respect to its subject matter and supersedes any prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

[signatures on following page]

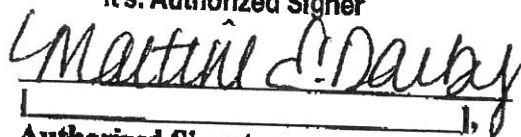
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# 0031087 by:

VANTAGE RETIREMENT PLANS, LLC

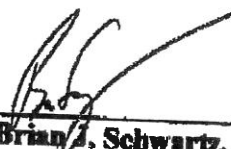
BY: Martine Darby

It's: Authorized Signer



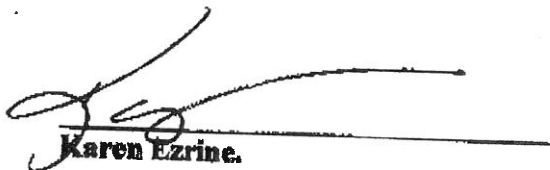
Authorized Signatory.

Centurion ISG Services, LLC by:



Brian J. Schwartz,
President and Chief Executive Officer

Read and Approved by Karen Ezrine:


Karen Ezrine.

Schedule 1.

Definitions

<u>"Borrower"</u>	has the meaning set forth in the preamble of this Agreement.
<u>"Effective Date"</u>	has the meaning set forth in the preamble of this Agreement.
<u>"Event of Default"</u>	means Borrower's failure to make any payment when due, or its breach of any of its obligations under this Agreement, or its breach of any covenant, representation, or warranty in this Agreement, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due.
<u>"Final Maturity Date"</u>	has the meaning set forth in Section 4 of this Agreement.
<u>"Funding Date"</u>	Means the date on which the Borrower receives the Loan Amount in cleared funds from the Lender.
<u>"Interest Rate"</u>	has the meaning set forth in Section 2 (b) of this Agreement.
<u>"Lender"</u>	has the meaning set forth in the preamble of this Agreement.
<u>"Loan"</u>	has the meaning set forth in the preamble of this Agreement.
<u>"Loan Amount"</u> and <u>"Principal"</u>	means, where the context so admits, the amount set forth on <u>Schedule 1</u> attached hereto and made a part hereof.
<u>"Payment Date"</u>	has the meaning set forth in Section 4 of this Agreement.
<u>"Repayment Date"</u>	has the meaning set forth in Section 4 of this Agreement.
<u>"Term"</u>	has the meaning set forth in Section 4 of this Agreement.
<u>"Termination Date"</u>	has the meaning set forth in Section 4 of this Agreement.

Schedule 2.

Loan Amount and Monthly Repayments

Loan Amount (or Principal):	\$60,614.22
Monthly Repayment Amount:	\$505.12

SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made as of August [29], 2019 (the "Effective Date"), by and between Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# 0031087 ("Lender"), and Centurion ISG Services, LLC, a Delaware limited liability company ("Borrower"). Hereinafter, the Lender and the Borrower may also be referred to individually as a "Party" and together as the "Parties".

BACKGROUND

WHEREAS, by that certain Promissory Note (the "Note") entered into by and between the Lender and the Borrower as of the Effective Date, the Parties set forth the terms of the loan (the "Loan") made by Lender to Borrower to finance the monetary and other obligations of Borrower as set forth therein.

WHEREAS, this Agreement is being executed and delivered by Borrower in favor of Lender pursuant to Note, as collateral security for the payment and satisfaction of the Borrower's obligations set forth in the Note.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower, agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms as set forth in Schedule 1 attached hereto.
2. Security. Subject to the provisions set forth Section 4 of this Agreement, in order to secure the payment and performance of all the obligations of Borrower to Lender, Borrower hereby pledges, assigns, grants, transfers, sets over, and delivers to Secured Party and grants to Secured Party a security interest in all of Borrower's right, title, and interest of every kind or nature, without limitation, in, to and under those certain life insurance policies (each a "Policy", and collectively, the "Policies"), details of which are set forth on Schedule 2 attached hereto and made a part hereof
3. The Policies. The Borrower represents that:

- a. the Policy is held in the name of Wells Fargo Bank N.A. (the "Bank") and credited to a securities account (the "Account") established by the Bank for the benefit of Centurion Funding SPV II, LLC subject to the rights of the Borrower set forth below.
- b. the Borrower is the holder of a security interest in the Policy, which interests include without limitation the right to collect the net proceeds of the Policy when it becomes a claim by death or maturity from the life insurance company that issued the Policy ("Insurance Company"); the right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the applicable Insurance Company may allow; the right to obtain one or more loans or advances on the Policy, either from the Insurance Company or, at any time, from any other persons, and to pledge or assign the Policy as security for such loans or advances; the right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto; and the right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Insurance Company and to receive all benefits and advantages derived therefrom (the "Borrower's Security Interest"). provided that in the event that the Borrower exercises any of its rights set forth above, it will within two (2) Business Days notify the Lender thereof and to the extent any such action reduces the value of the Policies, the Borrower shall provide additional collateral to supplement the value thereof.
- c. The Borrower's Security Interest in the Policies is free and clear of all mortgages, charges, liens and loans.

4. Lender's Collateral.

- a. To secure Borrower's payment and performance under the terms of the Note and this Agreement, Borrower hereby grants the Lender an interest in the Policies, to the extent of the Loan Amount and all interest due hereunder (the "Collateral").
- b. The Policies comprising the Collateral shall have a net present value equal to an amount, which shall be not less than Ten Million Dollars (\$10,000,000.00), calculated by the MAPS model utilizing a twelve percent (12%) discount rate (the "Value").

- c. The Lender's interest in the Collateral secures payment of the Loan. It also secures Borrower's other obligations under this Agreement as the law allows.
- d. In connection with Borrower's grant of an interest in the Collateral, Borrower shall execute a Collateral Assignment (as defined Schedule 1) over each Policy and deliver the same to the Lender. The Parties agree that the Collateral Assignment shall provide security to the Lender to the extent of the Principal amount of the Loan together with all interest due but unpaid thereon from time to time up to a maximum amount of Ten Million Dollars (\$10,000,000.00)

5. Borrower's Right of Substitution.

The Parties each acknowledge and agree that notwithstanding anything contained in this Agreement to the contrary:

- a. at any time during the Term, as may be extended in accordance with this Agreement, (i) the Borrower shall be entitled, to withdraw one or more Policies (each a "Withdrawn Policy") and substitute (each, a "Substitution") such Withdrawn Policy with one or more alternative life insurance policies of equal or greater Value (each, a "Substituted Policy").
- b. In the event, and on each occasion, that the Borrower makes a Substitution in accordance with this Agreement,
 - i. the Borrower shall issue such entitlement orders to the Bank as are necessary to give effect to such Substitution and shall direct the Bank to provide written confirmation of such Substitution to the Lender; and
 - ii. the Lender shall execute a release of the Collateral Assignment granted by the Borrower over such Withdrawn Policy; and
 - iii. the Borrower shall execute a Collateral Assignment with respect to each Substituted Policy and deliver the same to the Lender.
- c. Upon any Policy becoming a Withdrawn Policy, such Policy shall no longer be subject to the terms of this Agreement, and the Lender shall not have any

rights over such Withdrawn Policy.

6. **Default Provisions.** Upon Borrower's failure to make any Repayment when due, or its breach of any of its obligations under this Agreement or the Note, or its breach of any covenant, representation, or warranty in this Agreement or the Note, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due (each an "Event of Default"):
 - a. The Borrower shall immediately thereupon take all steps necessary and use its best endeavors to liquidate such of the Policies as are sufficient to repay the Loan Amount together with all unpaid interest thereon, and upon closing of any sale pursuant to such liquidation, the Borrower shall pay to the Lender or its designee such of the proceeds thereof as are equal to the Loan Amount together with all unpaid interest thereon.
 - b. Lender may, if such Event of Default has not been remedied by Borrower within ninety (90) days after written notice or the occurrence of such Event or Default, at Lender's option to the maximum extent permitted by law, accelerate the maturity of the Loan, declare the Loan, accrued interest and other amounts payable hereunder immediately due and payable and seek any and all other remedies available for the enforcement of the Agreement, at law, in equity or otherwise. Notwithstanding the foregoing, the Loan plus accrued interest due through repayment, and other amounts payable hereunder shall be automatically and immediately due and payable upon Borrower's bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.
 - c. In the event that the Borrower fails to pay the amounts due under the Note or before the expiration of the Term and fails to relinquish the Collateral, Borrower will pay Lender's costs, including reasonable attorneys' fees, court costs, and collection costs paid in connection with the Lender's foreclosure thereon.
7. **Hold Harmless.** To the fullest extent permitted by law, Borrower agrees to hold harmless Lender and any affiliates, directors, officers, employees, shareholders, assigns, representative or agents (each such person being "Indemnitee") for any loss, liability, damages or expenses (including reasonable attorneys fees) (collectively,

"Liabilities") suffered by virtue of acts or omissions or alleged acts or omissions arising out of such Indemnitee's activities, except to the extent any such Liability arises as a result of the gross negligence or willful misconduct or such Indemnitee.

8. General Provisions.

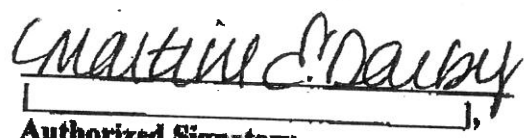
- a. No Waiver. Lender may delay or forego enforcing any of the Lender's rights or remedies under this Agreement without losing them. Borrower waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of the Agreement, and unless otherwise expressly stated in writing, Borrower shall not be released from liability
- b. Governing Law. This Agreement shall be governed by the internal laws of the State of New York.
- c. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# 0031087 by:

Centurion ISG Services, LLC by:



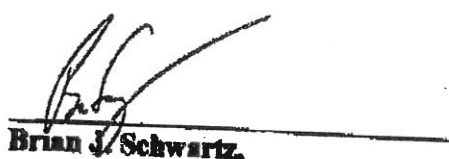
Authorized Signatory.

VANTAGE RETIREMENT PLANS, LLC

BY: Martine Darby

It's Authorized Signer

Read and Approved by Karen Ezrine.



Brian J. Schwartz,
President and Chief Executive Officer



Karen Ezrine.

Schedule 1.

Definitions

- "Bank"** has the meaning set forth in Section 3 of this Agreement.
- "Borrower"** has the meaning set forth in the preamble of this Agreement.
- "Collateral Assignment"** means a collateral assignment substantially in the form of Exhibit A attached hereto and made a part hereof
- "Effective Date"** has the meaning set forth in the preamble of this Agreement.
- "Event of Default"** means Borrower's failure to make any payment when due, or its breach of any of its obligations under this Agreement, or its breach of any covenant, representation, or warranty in this Agreement, or its bankruptcy, general assignment for the benefit of creditors or failure to pay debts as they become due.
- "Lender"** has the meaning set forth in the preamble of this Agreement.
- "Loan"** has the meaning set forth in the recitals of this Agreement.
- "Note"** has the meaning set forth in the recitals of this Agreement.
- "Policy" and "Policies"** have the meanings respectively set forth in Section 2 of this Agreement provided that such meanings shall, where applicable, include any Substituted Policy resulting from a Substitution under Section 4 and shall, where applicable, exclude any Withdrawn Policy withdrawn under Section 4.

"Substitution"

has the meaning set forth in Section 4 of this Agreement.

"Substituted Policy"

has the meaning set forth in Section 4 of this Agreement.

"Term"

has the meaning set forth in the Note

"Withdrawn Policy"

has the meaning set forth in Section 4 of this Agreement.

Schedule 2.

The Policy.

Policy No.:	1671005
Insurance Company:	Voya Life Insurance Company
Insured:	Delbert G. McDougal
Face Amount:	\$10,000,000.00

COLLATERAL ASSIGNMENT OF INTEREST IN LIFE INSURANCE POLICY

This COLLATERAL ASSIGNMENT OF INTEREST IN LIFE INSURANCE POLICY (this "Assignment") dated as of August] 29 2019, and is made by and between Centurion ISG Services, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Assignor") and Vantage Retirement Plans, LLC an Arizona limited liability company FBO Karen Ezrine IRA# 0031087 (together with its successors and assigns, the "Secured Party").

WHEREAS, by that certain Promissory Note (the " Note") entered into by and between the Secured Party, as Lender, and the Assignor, as Borrower, as of the Effective Date, the Parties set forth the terms of the loan (the " Loan") made by the Secured Party, as Lender, to the Assignor, as Borrower, to finance the monetary and other obligations of Borrower, including the obligation to repay interest thereon, as set forth in the Note.

WHEREAS, pursuant to that certain Security Agreement, dated as of the Effective Date (as amended, restated, supplemented and otherwise modified from time to time, the " Security Agreement"), by and among the Assignor, as Borrower, and the Secured Party, as Lender, the Assignor agreed to provide the Secured Party with a security interest in the Assignor's interest in Policies (defined in the Security Agreement), to the extent of not more than \$60,614.22 (the "Security Amount") which Security Amount includes the Loan Amount together with all unpaid interest due thereon each as set forth in the Note in return for the Secured Party agreeing to make the Loan (defined in the Security Agreement) available to the Assignor pursuant to the Note;

WHEREAS, the Assignor is the holder of the one hundred per cent (100%) security interest in the Life Policy (defined in Section 2 below) which interests include without limitation the sole right to collect the net proceeds of the Life Policy when it becomes a claim by death or maturity from the Insurer (defined in Section 2 below); the sole right to surrender the Life Policy and receive the surrender value thereof at any time provided by the terms of the Life Policy and at such other times as the Insurer may allow; the sole right to obtain one or more loans or advances on the Life Policy, at any time, from any Person (as such term is defined in Section 1-201 (b) (27) of the Uniform Commercial Code), and to pledge or assign the Life Policy as security for such loans or advances; the sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Life Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Life Policy with respect thereto; and the sole right to exercise all nonforfeiture rights permitted by the terms of the Life Policy or allowed by the Insurer and to receive all benefits and advantages derived therefrom;

WHEREAS, pursuant to the Security Agreement, the Assignor has agreed to execute and deliver this Assignment to the Secured Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter

contained, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. **ASSIGNMENT.** For value received, the Assignor hereby collaterally assigns, transfers, and pledges to the Secured Party, and hereby grants a security interest and lien to the Secured Party, in and to all of the Assignor's claims, options, privileges, rights, title and interest in, to and under the life insurance policy described below:

Policy No.: 1668036
Issued by: Voya Life Insurance Company ("Insurer")
On the life of: Delbert G. McDougal (the "Insured")
Face Amount: \$10,000,000.00

together with any and all applications, riders, endorsements, supplements, amendments, renewals and all other documents that modify or otherwise affect the terms and conditions of such policy issued in connection therewith, and any and all death benefits and proceeds thereunder and thereof (collectively, the "Life Policy"), and further including all of the following rights, limited in each case and in the aggregate, to the Security Amount of not more than \$10,000,000.00 including the Loan Amount and all unpaid interest due thereon each as set forth in the Note:

(a) the right to collect from the Insurer the net proceeds of the Life Policy payable upon the death of the Insured or maturity of the Life Policy;

(b) the right to collect the net proceeds payable upon the sale, transfer or assignment by the Assignor of the Life Policy to the extent expressly permitted under the Security Agreement;

(c) the right to any and all contract rights, arising from or relating to the Life Policy, and any and all payment rights, and the other rights listed above, existing with respect thereto;

3. **SECURED OBLIGATIONS.** This Assignment shall secure the payment and performance of all of the obligations of the Assignor set forth in the Security Agreement (the "Obligations"). The term Obligations shall include, without limitation, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding.

4. **REPRESENTATIONS AND WARRANTIES.** The Assignor hereby represents and warrants to the Secured Party as follows:

- (a) it is a duly organized and validly existing trust in good standing under the laws of the State of Delaware;
- (b) the execution, delivery and performance by the Assignor of this Assignment (i) are within the Assignor's organizational power, (ii) have been duly authorized by all necessary action, and (iii) do not contravene any provision of the Assignor's organizational documents (the "Organizational Documents"), any law, rule or regulation applicable to the Assignor or its assets, or conflict with, violate, create a lien (other than the lien created by this Agreement) or default under, or require a consent under, the Life Policy or other document or agreement to which the Assignor is a party or by which it or its assets are bound;
- (c) this Assignment constitutes a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms hereof (subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally);
- (d) to the Assignor's knowledge, the Life Policy is in full force and effect and constitutes the valid and binding obligation of the Insurer, enforceable in accordance with its terms;
- (e) the Life Policy has not lapsed;
- (f) the information set forth in Section 2 hereto with respect to the Life Policy is true and correct in all respects;
- (g) the Life Policy is free and clear of any and all Liens other than security interests and other interests in favor of the Assignor, or granted by the Assignor to the Secured Party under or in connection with this Assignment and the Security Agreement;
- (h) it has not assigned or granted or suffered any Lien or security interest against any of its right, title or interest in the Life Policy to any other person or entity, except for Liens securing the Obligations;
- (i) there is no default, breach or violation under the Life Policy, and no event has occurred that, with notice and/or the expiration of any grace or cure period, would constitute a default, breach or violation under the Life Policy;
- (j) no proceedings in bankruptcy are pending or to the best of the Assignor's knowledge threatened against the Assignor, its sole beneficiary or the Insured (and no grounds exist for such proceedings) and none of the Assignor's, its sole beneficiary's or the Insured's property is subject to any assignment for the benefit of creditors; and

5. COVENANTS. The Assignor hereby covenants and agrees with the Secured Party as follows:

- (a) Wells Fargo Bank N.A. is hereby authorized and directed, upon presentation of a duly executed copy of this Assignment, to recognize the Secured Party's claims to rights and remedies hereunder and under and in respect of the Life Policy without investigating the reason for any action taken by the Secured Party, or the validity or the amount of the Obligations or the existence of any default therein, or the giving of any notice hereunder, under applicable law or otherwise, or the application to be made by the Secured Party of any amounts to be paid to the Secured Party; the sole signature of the Secured Party shall be sufficient for the exercise of any rights under the Life Policy assigned hereby and the receipt by the Secured Party of the full outstanding Loan Amount together with all unpaid interest thereon shall be a full discharge and release therefore to the Assignor; and wire transfers or checks for all or any part of the sums payable under the Life Policy and assigned herein shall be paid to the Secured Party if, when, and in such amounts as may be requested by the Secured Party;
- (b) the Secured Party shall be under no obligation to pay from its own funds any premium, or the principal of or interest on loans or advances on the Life Policy, if any, whether or not obtained by the Secured Party, or any other charges on the Life Policy, but such amounts so paid by the Secured Party from its own funds shall become a part of the Obligations hereby secured, shall be due and payable in accordance with the terms of Security Agreement, and shall accrue interest;
- (c) the exercise of any right, remedy, option, privilege or power given to the Secured Party under this Assignment shall be made or performed solely at the option of the Secured Party, and the Secured Party may exercise any such right, remedy, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by, the Assignor;
- (d) the Assignor shall, at its sole cost and expense, maintain or cause to be maintained the Life Policy;
- (e) the Assignor shall not take any action in contravention of or that would otherwise limit or impair the Secured Party's security interest in the Life Policy, or grant or permit to exist any Lien on the Life Policy other than in favor of the Secured Party except in accordance with the Security Agreement;
- (f) the Assignor shall comply with and enforce all provisions of its Organizational Documents;
6. **TERMINATION.** Upon the final and irrevocable payment and satisfaction in full of all of the Obligations, this Assignment and the security interests created hereunder shall terminate and the Secured Party covenants and agrees that the Secured Party thereupon will take all actions reasonably requested by the Assignor to evidence and effectuate the release of such security interests and any other interests in favor of the Secured Party created hereby.

7. NO WAIVER. Any forbearance or failure or delay by the Secured Party in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. The Secured Party may take or release other security, may release any party primarily or secondarily liable for any of the Obligations, may grant extensions, renewals or indulgences with respect to the Obligations, or may apply the Obligations in such order as the Secured Party shall determine the proceeds of the Life Policy hereby assigned or any amount received on account of the Life Policy by the exercise of any right permitted under this Assignment, without resorting or regard to other security or any guaranty. No waiver of any provision hereof shall be effective unless it shall be in writing and signed by the Secured Party.

8. MISCELLANEOUS.

- (a) Amendments. No provision of this Assignment shall be waived, modified or limited except by a written agreement signed by the Assignor and the Secured Party. The unenforceability of any provision of this Assignment shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of the Secured Party in exercising any rights under this Assignment shall operate as a waiver of such right or of any other right under this Assignment. This Assignment shall be binding upon the Assignor and its successors and permitted assigns and shall inure to the benefit of the Secured Party and its successors and assigns.
- (b) Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to its conflicts of law rules).
- (c) Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied, couriered or delivered to: the Assignor or to the Secured Party, as the case may be, in each case addressed to it at its address set forth below, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 10(d). All such notices and other communications shall, when mailed, telecopied, couriered or delivered, respectively, be effective when deposited in the mails, telecopied, delivered to the courier or delivered, respectively, addressed as aforesaid; except that notices and other communications to either party shall not be effective until received by either party. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Assignment shall be effective as delivery of an original executed counterpart thereof.

If to the Assignor:

Centurion ISG Services, LLC

301 Yamato Rad, Suite 2250,

Boca Raton, FL 33431

If to the Secured Party:

Vantage Retirement Plans, LLC,

FBO Karen Ezrine IRA# 0031087,

20860 North Tatum Boulevard, Suite 240,

Phoenix, AZ 85050

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to any person (other than the Assignor or the Secured Party) designated on the signature pages hereto to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

[Signature Page Follows]

SIGNATURE PAGE

Secured Party:

**Vantage Retirement Plans, LLC, FBO
Karen Ezrine IRA# 0031087 by:**


**VANTAGE RETIREMENT PLANS, LLC
BY: Martine Darby
It's: Authorized Signer**



Authorized Signatory.

Assignor:

Centurion ISG Services, LLC by:


**Brian J. Schwartz,
President and Chief Executive Officer**

Read and Approved by Karen Ezrine:



Karen Ezrine

Exhibit A.
Form of Collateral Assignment
[attached]