

EXHIBIT A

DEBTOR IN POSSESSION LOAN AND SECURITY AGREEMENT

THIS DEBTOR IN POSSESSION LOAN AND SECURITY AGREEMENT, dated as of January 20, 2017, is between Association of Metroarea Autistic Children, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (the "Borrower"), and Jason Selch (the "Lender").

Recitals

WHEREAS, on January 20, 2017 (the "Petition Date"), the Borrower commenced Case No. 17-10123 (the "Chapter 11 Case") by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"); and

WHEREAS, as a result of the Borrower's troubled financial condition, an immediate and ongoing need exists for the Borrower to obtain financing and to use cash collateral in order to preserve the value of its assets as a debtor in possession in the Chapter 11 Case, to minimize the disruption of the Borrower, to maximize the value of estate assets in contemplation of a sale of assets pursuant to section 363 of the Bankruptcy Code, and to confirm a plan of reorganization in its Chapter 11 Case; and

WHEREAS, without the financing proposed herein, the Borrower will not have the necessary funds to pay its necessary business expenses for the continued operation of its business and the management and preservation of the Borrower's assets; and

WHEREAS, the Borrower is unable to obtain financing in the form of unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or solely in exchange for the grant of a super-priority administrative expense priority pursuant to section 364(c)(1) of the Bankruptcy Code; and other than the financing from the Lender pursuant to this Agreement, the Borrower is unable to obtain financing in the form of credit secured by liens that are junior to existing liens on property of the Borrower's estate pursuant to section 364(c)(2) and (c)(3) of the Bankruptcy Code; and

WHEREAS, to provide security for, and to assure the repayment of the Obligations, the Borrower has agreed to provide to the Lender, *inter alia*, security interests in all of its property and interests, whether real or personal, tangible or intangible, on the terms and conditions set forth herein and in accordance with section 364(c)(1), (c)(2) and (c)(3) of the Bankruptcy Code; and

WHEREAS, the Borrower has requested that the Lender make loans and advances and provide other financial and credit accommodations to fund its ongoing operations and preserve the value of its assets; and

WHEREAS, the Lender is willing to make such loans and advances and provide other financial and credit accommodations to fund the Borrower's ongoing operations and preserve the value of the Borrower's assets on a secured basis on the terms set forth herein, but not otherwise.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. GENERAL DEFINITIONS.

1.1 As used herein, "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

1.2 All capitalized terms contained in this Agreement, but not specifically defined in this Agreement, shall have the meanings provided by the UCC to the extent the same are used or defined therein. Without limitation, the following terms are used herein as defined in the UCC: Account, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Payment Intangibles, Proceeds, and Supporting Obligations.

1.3 As used herein:

(a) "Person" means any individual, corporation, partnership, limited liability company, trust, unincorporated organization, or any other entity or organization.

(b) "Other Borrower" means any other person obligated as direct or indirect obligor or guarantor of any Obligations, or of any indebtedness, obligations and liabilities guaranteed by the Borrower.

(c) "Receivable" means any right to payment, including any Account, whether or not evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance.

1.4 Further, as used herein:

(a) "Automatic Stay" means the automatic stay imposed under section 362 of the Bankruptcy Code.

(b) "Bankruptcy Code" shall have the meaning set forth in the recitals hereto.

(c) "Copyrights" means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

(d) "Copyright Licenses" means any written agreement naming the Borrower as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

(e) “DIP Loan Documents” shall mean this Agreement and the Note issued by the Borrower hereunder, together with any necessary related documents.

(f) “DIP Orders” shall mean the Interim Order and the Final Order entered by the Court or any other court of competent jurisdiction.

(g) “Estate” means the Borrower’s bankruptcy estate created in the Chapter 11 Case pursuant to section 541(a) of the Bankruptcy Code.

(h) “Final Order” means the order entered by the Court in the Chapter 11 Case after final hearing under Bankruptcy Rule 4001(c)(2) pursuant to section 364(c) and (d) of the Bankruptcy Code, as to which no stay has been entered and no appeal has been timely filed, and which has not been vacated, modified or reversed.

(i) “Intellectual Property” means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

(j) “Interim Order” shall mean the order entered by the Court in the Chapter 11 Case pursuant to section 364(c) and (d) of the Bankruptcy Code and Bankruptcy Rule 4001(c), as to which no stay has been entered and no appeal has been timely filed, and which has not been vacated, modified or reversed, (i) authorizing the Borrower to incur secured indebtedness and to grant liens in accordance with this Agreement, (ii) providing for the superpriority of the Obligations, including without limitation, a specific grant of a security interest to the Lender, in all Collateral, as well as the right to the proceeds from all Collateral in accordance with this Agreement, and (iii) authorizing the payment by the Borrower of all fees and expenses contemplated by this Agreement, each on an interim basis and as set forth in such order.

(k) “Patents” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1.4(k), (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1.4 (k), and (iii) all rights to obtain any reissues or extensions of the foregoing.

(l) “Patent Licenses” means all agreements, whether written or oral, providing for the grant by or to the Borrower of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1.4(l).

(m) “Petition” shall have the meaning set forth in the recitals hereto.

(n) “Petition Date” shall have the meaning set forth in the recitals hereto.

(o) “Plan” means a plan of reorganization filed by the Borrower and approved for solicitation and voting by the Court.

(p) “Postpetition” means any event, matter or item that arose on or after the Petition Date.

(q) “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1.4(q), and (ii) the right to obtain all renewals thereof.

(r) “Trademark Licenses” means any agreement, whether written or oral, providing for the grant by or to the Borrower of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.4(r).

2. LOANS, USE OF PROCEEDS, PROCEDURES FOR BORROWING, PAYMENTS.

2.1 Loan. On the terms and conditions contained herein, the Lender agrees to make a Loan, at the Lender’s discretion, to the Borrower of up to One Hundred Thousand (\$100,000.00) (the “Loan”). The Loan and any and all other Obligations of the Borrower to the Lender shall be secured by a security interest in and upon the Collateral as set forth herein. It is the intent of the parties that this instrument shall constitute a Security Agreement within the meaning of the UCC with respect to the Collateral.

2.2 Interest. Interest shall accrue on the outstanding principal balance of the Loan at a rate equal to six percent (6%). Interest shall be computed hereunder based on a 360-day year and the actual number of days (including the first day and excluding the last day) occurring in the period for which interest is calculated. Interest shall accrue daily and be paid monthly on the first business day of each ensuing calendar month.

2.3 Purpose. In accordance with the DIP Orders, the Borrower shall use the proceeds of the Loan provided by the Lender to the Borrower hereunder only for general operating, working capital and other proper corporate purposes, including the administration of the Chapter 11 Case, listed in detail in the budget annexed to the DIP Orders as Exhibit A thereto.

2.4 Promissory Note. The Loan shall be evidenced by a Note of the Borrower, substantially in the form of Exhibit A attached hereto (the “Note”).

2.5 Repayment of the Loan. The Borrower hereby promises to pay to the Lender the principal of the outstanding Loan and all outstanding interest thereof pursuant to the terms and conditions of the DIP Orders but in no event later than the earlier of (a) March 13, 2017, unless

the Court has entered the Final Order; (b) the effective date of any Plan confirmed in the Chapter 11 Case; (c) upon an Event of Default; or (d) September 30, 2017 (the “Maturity Date”). The Borrower may repay principal of the outstanding Loan at any time without penalty.

2.6 The Carved-Out Amounts. As set forth in the DIP Orders, the Borrower shall use the proceeds of the Lender’s collateral (the “Cash Collateral”) to pay any accrued and unpaid (a) fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a) and fees payable to the Clerk of the Court; and (b) reasonable fees and expenses of the Borrower’s professionals retained pursuant to section 327 of the Bankruptcy Code and any professionals retained by a creditors committee, if any, (collectively, “Professional Fees”), only as set forth in the Budget, incurred, accrued, or invoiced from January 2017 through the date of the termination or expiration of this Agreement (collectively, the “Carved-Out Amounts”). In no event, however, shall such carve out be used for the payment or reimbursement of any fees or disbursements of the Borrower incurred in connection with the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief: (X) invalidating, setting aside, avoiding, subordinating, in whole or in part, the Obligations or the Security Interests of the Lender under this Agreement; or (Y) preventing, hindering or delaying the Lender’s assertion or enforcement of its Security Interests, or the realization upon any Collateral, under this Agreement.

3. OBLIGATIONS SECURED. The Collateral (as defined below) shall secure any and all indebtedness, obligations and liabilities of the Borrower to the Lender, including:

(a) all unpaid principal of and interest on, and all other obligations or liabilities of the Borrower which may arise under or in connection with, all loans, advances and other financial accommodations made, issued or extended by the Lender to or on behalf of the Borrower, including, without limitation, the Note dated as of the date hereof issued by the Borrower to the Lender hereunder;

(b) all interest, fees, costs, expenses, reimbursement obligations, indemnities and other liabilities relating to any of the foregoing, including reasonable attorneys’ fees and costs or expenses incurred in connection with collection and enforcement and sums advanced by the Lender to protect the Collateral or otherwise as permitted to be made by the Lender under this Agreement; and

(c) all indebtedness, obligations and liabilities under this Agreement;

in each case, whether now existing or hereafter arising, joint or several, absolute or contingent, liquidated or unliquidated, and however arising (all such indebtedness, obligations and liabilities being collectively referred to herein as the “Obligations”; and any agreement, instrument, guaranty or other document now or hereafter evidencing or securing any of the Obligations, being collectively referred to herein as the “DIP Loan Documents”).

4. GRANT OF SECURITY INTEREST. To secure the punctual payment and performance of the Obligations when due (whether at the stated maturity, by acceleration or otherwise), subject to the terms of the DIP Orders, the Borrower hereby grants to the Lender a

security interest in and to, and a lien upon (the “Security Interest”), all right, title and interest of the Borrower in and to the following property, whether now owned and existing or hereafter acquired or arising either before or after the Petition Date, and as described generally in section 541 of the Bankruptcy Code, and wherever located (collectively, the “Collateral”):

(a) All Accounts and other rights to the payment of money, whether due or to become due, and whether or not earned by performance;

(b) All Chattel Paper, including electronic chattel paper;

(c) All Instruments, including promissory notes, whether due or to become due, and whether or not earned by performance;

(d) All General Intangibles, including all contracts, purchase orders or other supplements thereto, rights to moneys, choses in action, goodwill, tax refunds, Software, intellectual property, patents, copyrights, tradenames and trademarks;

(e) All Goods;

(f) All Inventory, including all Goods held for sale or lease or to be furnished under contract of service or so leased or furnished, and all parts, raw materials, work in process, and supplies relating thereto;

(g) All Equipment;

(h) All Documents, including all negotiable and nonnegotiable Documents covering any Inventory, Equipment or other Collateral;

(i) All rights under insurance contracts covering any Inventory, Equipment, Documents or other Collateral;

(j) All Investment Property, including all certificated and uncertificated securities;

(k) All Deposit Accounts;

(l) All Letter-of-Credit Rights;

(m) All Payment Intangibles;

(n) All Supporting Obligations;

(o) All Intellectual Property;

(p) All other property and assets of the Borrower;

(q) All Records, including all books and records pertaining to any of the foregoing, including any computer-readable memory and any computer hardware or software necessary to process such memory; and

(r) All Proceeds of any of such property in whatever form, whether derived from voluntary or involuntary disposition, all products of any of such property, all renewals, replacements, substitutions, additions, accessions, rents, issues, royalties and profits of, to or from any such property and all dividends or other income from Investment Property, collections thereon or distributions or payments with respect thereto;

and intending thereby to include as Collateral all personal property and assets of the Borrower.

The Security Interest created herein is subject to any applicable restriction to the creation of a Security Interest to the extent that such restriction is not made ineffective by UCC Sections 9-406, 9-407, 9-408, or 9-409.

4.1 Perfection of Security Interests. The Lender's Security Interest in and to the Collateral shall attach to all Collateral without further act on the part of the Lender or the Borrower. In addition to and not in limitation of the foregoing, the Borrower irrevocably and unconditionally authorizes the Lender (or its agent) to file at any time and from time to time such financing statements with respect to the Collateral naming the Lender or its designee as the secured party and the Borrower as debtor, as the Lender may require, and including any other information with respect to the Borrower or otherwise required by Part 5 of Article 9 of the Uniform Commercial Code of such jurisdiction as the Lender may determine, together with any amendment and continuations with respect thereto, which authorization shall apply to all financing statements filed on, prior to or after the date hereof.

4.2 Liens under DIP Orders. The liens and security interests granted to the Lender pursuant to the provisions of this Section 4 and the DIP Orders shall be in addition to all existing, perfected and enforceable liens and security interests now existing in favor of the Lender and not in substitution therefor.

4.3 Priority of Liens; Further Assistance.

(a) The liens granted pursuant to the terms of this Agreement and the liens conferred upon the Lender pursuant to the DIP Orders, shall, subject to the terms of the DIP Orders (including without limitation the Carved-Out Amounts established therein) constitute (i) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien upon or security interest in all of the Collateral that is not otherwise encumbered by a validly perfected, unavoidable security interest or lien in existence on the Petition Date and the proceeds thereof; and (ii) pursuant to section 364(c)(3) of the Bankruptcy Code, a lien upon or security interest in all of the Collateral junior in priority to validly perfected, unavoidable security interest or lien in existence on the Petition Date and the proceeds thereof.

(b) The Borrower shall take all such action and execute such instruments and documents as the Lender may reasonably request from time to time to perfect, continue the perfection of or give notice of perfection of any liens granted in favor of the Lender pursuant to this Agreement or conferred upon the Lender pursuant to the terms of the DIP Orders, all at the cost and expense of the Borrower.

(c) The Loan shall constitute and be deemed a cost and expense of administration in the Chapter 11 Case and shall be entitled to priority under section 364(c)(1) of the Bankruptcy Code ahead of all other costs and expenses of administration of the kind specified in sections 503(b), 506(c), 507(a) or 507(b) of the Bankruptcy Code, except as otherwise provided in the DIP Orders (including without limitation the Carved-Out Amounts established therein).

5. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to the Lender that, upon entry of the DIP Orders:

5.1 Authority. The Borrower is duly organized, validly existing and in good standing under the laws of Delaware.

5.2 Legally Enforceable Agreement. This Agreement is, and each of the other DIP Loan Documents when delivered under this Agreement will be, a legal, valid and binding obligation of the Borrower enforceable against it in accordance with the respective terms of such DIP Loan Document, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or general equitable principals, whether applied in law or equity.

5.3 Intellectual Property.

(a) Schedule 5.3(a) lists all Intellectual Property that is registered or subject to a pending application for registration and is owned by the Borrower in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not, to Borrower's knowledge, infringe the intellectual property rights of any other Person.

6. COVENANTS AND AGREEMENTS OF THE BORROWER. The Borrower covenants and agrees as follows:

6.1 Restriction on Further Encumbrances. The Borrower shall not, without the prior written consent of the Lender, create, grant or suffer to exist any other liens in or to any of the Collateral unless such lien is subordinate to any lien of the Lender for any and all obligations owed by Borrower to Lender; provided, however, this provision shall be inapplicable to non-consensual liens and/or liens arising as a matter of law.

6.2 Records and Inspection. The Borrower shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds at its principal place of business, which Collateral and records will be made available for inspection and copying upon such premises by the Lender at any reasonable time, upon reasonable prior notice.

6.3 Restrictions on Removal of Collateral. The Borrower shall not remove Collateral or any related books and records from the Collateral States except for removal of items of Collateral in the ordinary course of the Borrower's business, consistent with past practice.

6.4 Information on Collateral and Business. The Borrower shall deliver to the Lender such other data and information (financial and otherwise) as the Lender from time to time may reasonably request bearing upon or related to the Collateral or the Borrower's business operations or financial condition.

6.5 Taxes. The Borrower shall pay when due all governmental taxes, assessments or charges upon the Collateral.

6.6 Further Assurances and Authority of Lender. The Borrower shall from time to time execute, deliver, file and record all such further agreements, instruments, financing statements, notices and other documents (collectively, "Supplemental Documentation") as may be requested by the Lender to perfect or preserve the Security Interest, to enable the Lender to notify any third parties of the existence of the Security Interest, or otherwise to carry out the intent of this Agreement. The Borrower authorizes the Lender to file financing statements where desirable in the Lender's judgment to perfect the Security Interest without the signature of the Borrower. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Lender, duly indorsed in a manner satisfactory to the Lender, to be held as Collateral pursuant to this Agreement.

6.7 Insurance. The Borrower shall, at its sole expense, maintain the Collateral insured against such risks and in such amounts, subject to such deductibles, and for such periods as is customarily carried by other owners or users of such properties comparable to the Borrower in similar businesses.

7. REMEDIAL PROVISIONS. The Lender in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Lender's satisfaction the existence, amount and terms of any Receivables, provided that the Lender will not make communications in its own name unless an Event of Default has occurred and is continuing. Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. The Lender shall not have any obligation or liability under any Receivable (or any agreement giving rise thereto), by reason of or arising out of this Agreement or the receipt by the Lender of any payment relating thereto, nor shall the Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

8. RELEASE OF COLLATERAL. Except for (i) sales, leases, licenses or other dispositions of Collateral made prior to the occurrence of an Event of Default that are in the ordinary course of the Borrower's business and not prohibited by any provision contained in the DIP Loan Documents and (ii) sales or other dispositions of Collateral for which the Borrower

obtains the prior written consent of the Lender, which consent shall not be unreasonably withheld (collectively, “Permitted Sales”), the Borrower shall not sell, lease, license or otherwise dispose of the Collateral, or any part thereof or any interest therein. Concurrently with any Permitted Sale, the Security Interest shall automatically be released from the property so disposed of, and the Lender shall take such acts and do such other things as may reasonably be requested by Borrower in connection with such release of the Security Interest; provided, however, that the Security Interest shall continue in the proceeds thereof.

9. EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default by the Borrower:

(a) The failure of the Borrower to pay any Obligation of the Borrower to the Lender when due, which failure is unremedied for more than 5 business days after receipt of notice thereof from the Lender;

(b) Any other failure to observe or perform any of the covenants or obligations imposed upon the Borrower by any of the DIP Loan Documents, which failure is unremedied for more than 14 days after receipt of notice thereof from the Lender;

(c) The occurrence or existence of any other default or Event of Default under any DIP Loan Document or the Note issued hereunder;

(d) Any representation or warranty contained in any DIP Loan Document or any financial statements, certificates, schedules or other information now or hereafter furnished by the Borrower under any Financing Document proves false or misleading in any material respect;

(e) The termination of existence or cessation of business by the Borrower;

(f) The making of an assignment for the benefit of creditors by the Borrower;

(g) The appointment of a receiver, trustee (whether under Chapter 11 or Chapter 7 of the Bankruptcy Code), examiner, custodian or similar officer for or over the Borrower or any of its property;

(h) The levy of any writ of execution or other judicial process upon any of the property of the Borrower which is not released or satisfied within 10 days thereafter;

(i) The uninsured damage to the Collateral unless immediately replaced or supplemented by the Borrower;

(j) The dismissal of the Chapter 11 Case, or the conversion of the Chapter 11 Case from one under chapter 11 to one under chapter 7 of the Bankruptcy Code;

(k) The entry of an Order by the Court granting relief from or modifying the automatic stay (i) to allow any creditor (other than the Lender), to execute upon or enforce a lien on any Collateral, or (ii) with respect to any lien of or to permit the granting of any lien on any

Collateral to any governmental authority; which in either case would have a material adverse effect;

(l) The material and adverse modification of the Court's DIP Orders authorizing the Borrower to execute this Agreement; or

(m) If the Borrower makes any payment on account of indebtedness, or on account of any interest, principal, premium or otherwise, except (i) as expressly permitted by this Agreement, (ii) by the DIP Orders, or (iii) as set forth in the budget annexed to the DIP Orders as Exhibit A.

10. RIGHTS AND REMEDIES OF THE LENDER UPON EVENT OF DEFAULT.

10.1 Effect of Event of Default Remedies. If any Event of Default described in Section 9 above shall occur (subject at all times to appropriate Court order, if any, or any limitation set forth in the DIP Order), all Obligations secured by this Agreement shall become immediately due and payable, all without notice of any kind and, the Lender may declare the Obligations secured by this Agreement to be due and payable, whereupon such Obligations shall become immediately due and payable, all without notice of any kind. The Lender shall promptly advise the Borrower of any such declaration, but failure to do so shall not impair the effect of such declaration. In addition, upon the occurrence of an Event of Default, the Lender may exercise the rights, powers and remedies set forth below. Without limiting the foregoing, at any time an Event of Default exists or has occurred and is continuing, the Lender may, in its discretion, (i) terminate this Agreement, and/or (ii) accelerate the payment of all Obligations and demand immediate payment thereto the Lender and/or (iii) subject to any limitation of the DIP Orders, be permitted to give notice to the Borrower, the U.S. Trustee and any official statutory committee created in connection with the administration of the Estate of the filing by the Lender of a motion seeking to lift the automatic stay pursuant to section 362 of the Bankruptcy Code, whereupon five (5) business days after such notice has been given the Lender shall be entitled to an expedited hearing subject to the Court's calendar. Subject to the entry of an order modifying the automatic stay by the Court, the Lender shall be permitted without limitation to take any or all of the following actions as may be provided by the Court:

(a) In addition to all of its other rights, powers and remedies under this Agreement, the other DIP Loan Documents, and other applicable law, the Lender shall have all of the rights, powers and remedies of a secured party under the UCC of the state in which such rights, powers and remedies are asserted.

(b) The Lender shall have the right: (i) to enter upon the premises of the Borrower or any other place or places where Collateral is located through self-help and without judicial process or giving the Borrower notice; (ii) to prepare, assemble, or process Collateral for sale, lease, or other disposition; (iii) to remove Collateral to the premises of the Lender or any agent of the Lender, for such time as the Lender may desire, in order to collect or dispose of Collateral; and (iv) to require the Borrower to assemble Collateral and make it available to the Lender at a place to be designated by the Lender.

(c) Until the Lender is able to effect a sale, lease, or other disposition of Collateral or any part thereof, the Lender shall have the right to use, process or operate

Collateral or any part thereof to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Lender.

(d) The Lender shall have the right to sell, lease, license, or otherwise dispose of all or any Collateral in its then existing condition, or after any further assembly, manufacturing, or processing thereof, at public or private sale or sales, in lots or in bulk, for cash or on credit, all as the Lender, in its sole discretion, may deem advisable. Without limitation, the Lender may specifically disclaim any warranties of title and the like. The Lender shall not be obligated to clean up or otherwise prepare the Collateral for sale. Such sales may be adjourned and continued from time to time with or without notice. The Lender shall have the right to conduct such sales on the Borrower's premises or elsewhere and shall have the right to use the Borrower's premises without charge for such sales (or preparation for sales) for such time or times as the Lender deems necessary or advisable. The Lender is hereby granted a license or other right to use, without charge, the Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, and advertising matter, or any property of a similar nature as it pertains to Collateral, in advertising for sale or lease or the disposition of any Collateral. The Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price may set off the amount of such Obligations whether or not such Obligations are matured. The Borrower agrees that any sale of Collateral conducted by the Lender in accordance with the foregoing provisions of this Section shall be deemed to be a commercially reasonable sale under the UCC. The Lender may comply with any applicable laws and regulations in connection with any exercise of remedies hereunder and such compliance shall not be considered to adversely affect the commercial reasonableness of such exercise of remedies.

10.2 Application of Proceeds. Subject to the rights of any prior security party, any proceeds received by the Lender in respect of any sale or collection from, or other realization upon all or any part of the Collateral following the occurrence of an Event of Default may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied by the Lender as follows: (i) first, to pay all costs, expenses and charges of every kind (including reasonable attorneys' fees and costs) for pursuing, searching, protecting, taking, removing, storing, safekeeping, caring, preparing for sale, advertising, selling and delivering the Collateral and otherwise enforcing this Agreement and the other DIP Loan Documents; (ii) second, to pay the Obligations in the order determined by the Lender in its sole discretion; and (iii) third, to pay the remaining funds, if any, after payment of all the Obligations in full, to the Borrower or to whomever may be lawfully entitled to receive such surplus. Payments received from any third party on account of disposition of Collateral shall not reduce the Obligations until paid in cash to the Lender. The application of proceeds by the Lender shall be without prejudice to the Lender's rights as against the Borrower or other persons with respect to any Obligations which may remain unpaid. Any such deficiency shall be paid forthwith to the Lender by the Borrower.

10.3 Notice. Except as provided for in the DIP Orders, any notice required to be given by the Lender of a sale, lease, or other disposition of Collateral, or any other intended action by the Lender, which is sent pursuant to Section 16 hereof at least ten (10) days prior to such proposed action, or such longer period as shall be specified by applicable law, shall constitute commercially reasonable and fair notice thereof to the Borrower.

11. ASSIGNMENT BY THE LENDER. The Borrower agrees that the Lender may assign or otherwise transfer this Agreement, or any of the other DIP Loan Documents only with the prior written consent of the Borrower, which consent shall not be unreasonably withheld, conditioned or delayed, and upon such authorized assignment, Lender may deliver all or any of its interest in the Collateral to the transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given to the Lender herein or in the DIP Loan Documents transferred, and the Lender shall thereafter be fully discharged from any liability or responsibility with respect thereto, all without prejudice to the retention by the Lender of all rights and powers hereby given with respect to any DIP Loan Documents, instruments, rights or property not so transferred.

12. REMEDIES NOT EXCLUSIVE; FORECLOSURES. No right or remedy hereunder is exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and shall be in addition to and without prejudice to every other remedy given hereunder, under any other agreement between the Borrower and the Lender or now or hereafter existing at law or in equity, and may be exercised from time to time as often as deemed expedient, separately or concurrently. The giving, taking or enforcement of or execution against any other or additional security, collateral, or guaranty for the payment of the Obligations shall not operate to prejudice, waive or affect any rights, powers or remedies hereunder, nor shall the Lender be required to first look to, enforce, exhaust or execute against such other or additional security, or guarantees prior to so acting against the Collateral. The Lender may foreclose on or execute against the items of Collateral in such order as the Lender may, in its sole and unfettered discretion, determine.

13. WAIVERS. The failure or delay of the Lender to insist in any instances upon the performance of any of the terms, covenants or conditions of this Agreement or other DIP Loan Documents, or to exercise any right, remedy or privilege herein or therein conferred, shall not impair or be construed as thereafter waiving any such covenants, remedies, conditions or provisions, but every such term, condition and covenant shall continue and remain in full force and effect; nor shall any waiver of an Event of Default suspend, waive or affect any other Event of Default, whether the same is prior or subsequent thereto and whether of the same or of a different type.

14. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

15. TERMINATION. Upon payment in full and performance of all Obligations owed by the Borrower to the Lender pursuant to the DIP Loan Documents (including payment in full and performance of all indebtedness, obligations and liabilities of other persons guaranteed by the Borrower) and the termination of all obligations of the Lender to extend credit under the DIP Loan Documents, this Agreement shall be terminated; otherwise it shall remain in full force and effect.

16. NOTICE. All notices, demands and communications hereunder shall be in writing and shall be deemed to be duly delivered when personally delivered (including by courier or messenger), or two (2) business days after deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth on the signature page hereof, or at such other address as any party shall have furnished to the other parties in writing.

17. GOVERNING LAW. To the extent applicable, this Agreement shall be governed by the Uniform Commercial Code of the State of New York (or, to the extent applicable to the attachment, perfection, priority or enforcement of the Security Interest in any Collateral, the Uniform Commercial Code of any other state). With respect to any matters not so covered by the applicable Uniform Commercial Code, this Agreement shall otherwise be governed by the internal laws of the State of New York and the United States Bankruptcy Court, Southern District of New York.

18. INDEMNIFICATION. The Borrower hereby agrees to indemnify and hold harmless the Lender and its directors, officers, employees and agents against and from any and all claims, actions, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against any of them, in any way relating to or arising out of this Agreement, any exercise of remedies hereunder or any other action taken or omitted by them hereunder, except to the extent a court holds in final and nonappealable judgment that such claims, actions, liabilities, costs and expenses directly resulted from the gross negligence or willful misconduct of such indemnified Persons.

19. BINDING ON SUCCESSORS. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of and be enforceable by the Lender and its authorized successors, transferees and assigns.

20. NO ORAL MODIFICATIONS. None of the terms or provisions of this Agreement may be waived, altered, modified, limited or amended except in writing.

21. HEADINGS. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note.

22. COUNTERPARTS. This Agreement may be executed in counterpart originals and by facsimile, which shall be considered an original for all purposes.

23. WAIVER OF JURY TRIAL. The Borrower and the Lender each irrevocably and unconditionally waive trial by jury in any action or proceeding relating to this Agreement or any other Financing Document and for any counterclaim therein.

24. ACTIONS AND PROCEEDINGS.

IN THE EVENT OF ANY ACTION OR PROCEEDING WITH RESPECT TO ANY MATTER PERTAINING TO THIS AGREEMENT AND/OR THE NOTE, THE BORROWER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION AND VENUE OF THE

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date set forth above.

BORROWER:

LENDER:

ASSOCIATION OF METROAREA
AUTISTIC CHILDREN, INC

By: _____
Keishea Allen
Executive Director

By: _____
Jason Selch

Mailing Address:
25 West 17th Street
New York, NY 10011
Attention: Keisha Allen

Mailing Address:

EXHIBIT A

NOTE

NOTE

ASSOCIATION OF METROAREA AUTISTIC CHILDREN, INC.

January 20, 2017

\$100,000.00 Maximum

FOR VALUE RECEIVED, Association of Metroarea Autistic Children, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (the "Company"), hereby promises to pay to the order of Jason Selch, or any authorized successor holder of this Note (the "Holder"), in lawful money of the United States of America in immediately available funds, the aggregate unpaid principal amount of all advances requested by the Company and made by the Holder to the Company, at the Holder's sole discretion, which amount in no event shall exceed the principal sum of One Hundred Thousand Dollars (\$100,000.00), plus accrued interest and any applicable costs or charges, in accordance with the terms hereof and the Debtor in Possession Loan and Security Agreement of even date herewith between the Company and the Holder (the "Loan Agreement") as follows:

1. **Amount Advanced.** The parties shall keep a ledger of the amount advanced hereunder from time to time. The Holder may, in its sole discretion following a request by the Company, re-lend amounts that have been repaid by the Company hereunder.
2. **Repayment.** Interest shall accrue on the outstanding principal balance of this Note and be payable as provided for in the Loan Agreement. The entire outstanding principal balance of this Note together with all accrued but unpaid interest shall be due and payable on the Maturity Date (as defined in the Loan Agreement). The Company may pay any portion of this Note at any time, without premium or penalty.
3. **Security.** At all times during which any obligations under this Note are outstanding, the Holder shall have a valid, first perfected security interest in and lien upon all of the property, whether tangible or intangible, real or personal, of the Company, as provided for in the Loan Agreement.
4. **Default.** If any of the "Events of Default" as described in the Loan Agreement (each an "Event of Default") occur, THEN in any such event the Holder may, by written notice to the Company declare this Note to be immediately due and payable and the Holder may pursue any and all remedies available to it at law or in equity.
5. **Fees.** If any legal action, arbitration or other proceeding is brought by the Holder to enforce this Note, then the Holder will be entitled to recover from the Company attorneys' fees and other costs incurred in such action, arbitration or proceeding.
6. **Indemnification.** The Company will save, indemnify, defend and hold harmless the Holder from and against any and all claims, losses or liabilities of any nature whatsoever including, but not limited to, reasonable attorneys' fees and expenses, arising out of or in

connection with any claims brought against the Holder by any third party (including any other stockholder or the Company) as a result of this Note or the transactions contemplated hereby.

7. Replacement. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, the Company will issue a new Note, of like tenor and amount, *provided* that the Company, in its reasonable judgment, may require the Holder to post a bond with the Company prior to issuing a replacement for the Note.

8. Assignment. The rights and obligations of the Company and the Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties. The Holder may not assign this Note to any other person without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed, and upon such assignment such person shall become the Holder.

9. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Note and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder against impairment.

10. Miscellaneous. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right of such Holder, nor shall any such delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same right or any other right on any future occasion. If one or more provisions of this Note are held to be unenforceable under applicable law, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. The Company hereby waives presentment, demand, notice of nonpayment, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note. This Note may not be modified except by a written instrument signed by the Company and the registered Holder hereof. This Note shall be governed by and construed in accordance with the laws of the State of New York. All headings used herein are used for convenience only and shall not be used to construe or interpret this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be executed and delivered by its duly authorized officer as of the date set forth above.

ASSOCIATION OF METROAREA AUTISTIC CHILDREN, INC.

By: _____
Keishea Allen
Executive Director

SCHEDULES

Schedule 1.4(k): Patents
Schedule 1.4(l): Patent Licenses
Schedule 1.4(q) Trademarks
Schedule 1.4(r) Trademark Licenses
Schedule 5.3(a) Intellectual Property

SCHEDULE 1.4(k)

Patents

Application Title	Serial Number/ Patent Number	Date Filed	Date Issued

SCHEDULE 1.4(I)

Patent Licenses

[None]

SCHEDULE 1.4(g)

Trademarks

Trademark	Date Filed	Application Number	Classification	Comments

Classification System Summary

Class	Description

SCHEDULE 1.4(r)

Trademark Licenses

[None]

SCHEDULE 5.3(a)

Intellectual Property

See SCHEDULES 1.4(k) and (q)

All other Borrower trade secrets