

GUARANTY

This **GUARANTY** (this "Guaranty"), dated as of August 21, 2019 is made by [REDACTED] LABS, INC., a Kentucky corporation, Tony [REDACTED] an individual having an address at [REDACTED], CA 92106, Je [REDACTED] y [REDACTED] and each other guarantor signatory hereto (collectively, the "Guarantors" and each, a "Guarantor") and [REDACTED] MANAGEMENT, LLC ("AMERRA"), as agent to the Lenders (in such capacity, the "Agent"), having an address at [REDACTED] of the Americas, New York, NY 10036.

R E C I T A L S:

A. Pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified, refinanced, renewed or replaced from time to time, the "Credit Agreement"), among Elemental Processing, LLC, a Kentucky limited liability company, the Agent and the Lenders party thereto, the Lenders agreed to make revolving credit loans and other extensions of credit to the Borrower from time to time in accordance with the terms of the Credit Agreement;

B. As a condition to the Lenders' making the loans and other extensions of credit to the Borrower under the Credit Agreement, the Lenders are requiring the Guarantors to execute and deliver to the Agent and the Lenders this Guaranty; and

C. Each Guarantor hereby acknowledges that such Guarantor will receive substantial direct benefits from the Lenders agreement to make, and the making of, loans to the Borrower and the other transactions contemplated by the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement)

NOW, THEREFORE, in consideration of the premises set forth herein and as an inducement for and in consideration of the agreement of the Lenders to make the loans pursuant to the Credit Agreement, each Guarantor hereby agrees, covenants, represents and warrants to the Agent and the Lenders as follows:

1. Definitions.

(i) All capitalized terms used and not defined herein shall have the respective meanings given such terms in the Credit Agreement.

(ii) The term "Bankruptcy Event" means, with respect to any Person, the entry of a decree or order by a court having jurisdiction in the premises adjudging such Person a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of such Person under the United States Bankruptcy Code or federal or state law, or the law of the District of Columbia or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or of any substantial part of such Person's property, or ordering the winding up or liquidation of such Person's affairs, and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.