

GUARANTY OF PAYMENT

GUARANTY OF PAYMENT (this "Guaranty"), dated March 31st, 2018 by [REDACTED] an individual having an address at [REDACTED] Street, 2nd Floor, New York, New York 10010 ("Guarantor") in favor of [REDACTED] MASTER FUND, L.P., a Cayman Islands exempted limited partnership, having an address at c/o TIG Advisors, LLC, 520 Madison Avenue, New York, New York 10022, and its successors and assigns ("Lender").

WITNESSETH:

WHEREAS, Guarantor is the sole member of [REDACTED] 1 LLC, which 16E18 Investor 1 LLC is the sole member of 16E18 Investor LLC (collectively, the "Borrower").

WHEREAS, Lender has, concurrently herewith, made a loan (the "Loan") in the amount of \$7,200,000.00 in favor of Borrower as evidenced by (i) that certain Loan Agreement between Lender and Borrower, dated as of the date hereof (as the same may be amended from time to time, the "Loan Agreement"), (ii) that certain Promissory Note (the "Note") made by Borrower payable to the order of Lender, dated as of the date hereof, and (iii) that certain Pledge Agreement, made by Borrower in favor of Lender, dated as of the date hereof; and

WHEREAS, Guarantor, individually or through entities which Guarantor controls will derive substantial benefit from the establishment of the making of the Loan, including proceeds of the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenant and agree for the benefit of Lender and its successors, endorsees, transferees and assigns as follows:

1. Guarantor, unconditionally and irrevocably guarantee to Lender, and its successors, endorsees, transferees and assigns, the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of (i) all the indebtedness evidenced by the Note, and (ii) all other amounts due under the Loan Documents (as defined in the Loan Agreement), together with any and all expenses which may be paid or incurred by Lender in collecting any or all of such amounts due and/or enforcing any rights under the Loan Documents and/or this Guaranty or with respect thereto.

2. Guarantor agrees that, without the necessity of any reservation of rights hereunder, and without further consent by Guarantor, any of the liabilities and obligations under the Note or the Loan Documents may, from time to time, in whole or in part, be renewed, extended, modified, accelerated, compromised or released by Lender, Guarantor will remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise or release whether or not any of the foregoing occur with notice to, or the consent of, Guarantor.