

GUARANTY OF PAYMENT AND PERFORMANCE

THIS GUARANTY OF PAYMENT AND PERFORMANCE (the "Guaranty") dated as of the 18th day of June, 2019, is made by [REDACTED] AN SASSOUNI, an individual residing at 1 Sinclair Drive, Great Neck, New York 11024, [REDACTED] LAH SASSOUNI, an individual residing at 17 Martin Court, Kings Point, New York 11024, and [REDACTED] AN SASSOUNI, an individual residing at 17 Martin Court, Kings Point, New York 11024 (collectively, hereinafter, referred to as the "undersigned" or the "Guarantor"), for the benefit of EV4 ASSOCIATES LLC, a New York limited liability company, having offices c/o City Urban Realty, 99 Madison Avenue, Suite 606, New York, New York 10016 (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, [REDACTED] 9 [REDACTED] E. A NYC LLC, a New York limited liability company, having an address at 1 Sinclair Drive, Great Neck, New York 11024; [REDACTED] 8 [REDACTED] ST AVE NYC LLC, a New York limited liability company, having an address at 1 Sinclair Drive, Great Neck, New York 11024; [REDACTED] 4 [REDACTED] ST 14TH STREET LLC, a New York limited liability company, having an address at 17 Martin Court, Kings Point, New York 11024; and [REDACTED] 5 [REDACTED] ND AVENUE LLC, a New York limited liability company, having an address at 17 Martin Court, Kings Point, New York 11024 (hereinafter referred to as "Borrower"), has applied to Lender for a loan in the principal sum ELEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$11,500,000.00) DOLLARS (hereinafter referred to as the "Loan"), which Loan will be evidenced by the Note (described in Exhibit A hereto); and secured by, *inter alia*, the Mortgage (described in Exhibit A hereto) affecting the premises (the "Premises") identified in Exhibit A hereto; and

WHEREAS, Lender is willing to make the Loan to Borrower only if the Guarantor executes and delivers this Guaranty and guarantees to Lender payment and performance of the Obligations (as herein defined) in the manner hereinafter provided.

NOW, THEREFORE, in consideration of Lender making the Loan to the Borrower and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the Loan to Borrower, the Guarantor hereby covenants and agrees with Lender as follows:

1. Guarantor absolutely unconditionally and irrevocably undertakes and guaranties for the benefit of Lender and each and every present and future holder or holders of the Note and/or assignees of the Loan Documents (described in Exhibit A hereto):

(a) The punctual payment and performance when due, whether at stated maturity, any extended maturity, or by acceleration or otherwise, of all principal, interest, additional payments, and all other obligations of Borrower to Lender evidenced by the Note and secured by the Mortgage and any other amounts that may become owing by Borrower under the Loan Documents and all present or future obligations or liabilities of any kind of the Borrower to