

GOOD GUY GUARANTY

Guaranty, made as of July __, 2010 by Rafael Llopiz (hereinafter referred to as the "Guarantor") to [REDACTED] 1133 PROPERITES LLC, a New York limited liability company, having an office at One Bryant Park, New York, New York 10036 (the "Landlord").

[REDACTED] Park 1133 Garage LLC (the "Tenant"), a New York limited liability company desires to lease from Landlord by lease (the "Lease") of even date herewith, the garage premises in the building known as 1133 Avenue of the Americas, New York, New York (the "Demised Premises"), as more particularly described in said Lease.

Landlord is unwilling to execute the Lease unless Guarantor executes and delivers this Guaranty.

Therefore, to induce Landlord to execute the Lease, and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor agrees as follows:

Guarantor warrants and represents that (a) he has full control of the management of Tenant, (b) owns (directly or indirectly) not less than twelve and one-half percent (12.5%) of the beneficial ownership interests of Tenant, and (c) the making and performance of this Guaranty by Guarantor will not result in any breach of any term, condition or provision of, or constitute a default under any contract, agreement or other instrument to which Guarantor is a party or by order, writ, injunction or decree of any court or any commission, board or other administrative agency entered in any proceedings to which Guarantor is a party or by which Guarantor may be bound.

The term "**Lease**" as used herein means said Lease, as it may be modified, supplemented, extended or renewed from time to time.

The term "**Obligations**" as used herein means all obligations of Tenant under the Lease, including, but not limited to Tenant's obligations to pay all fixed rent and additional rent due and owing under the Lease.

a) Subject to the provisions of this Section 4, Guarantor absolutely, irrevocably and unconditionally guarantees to Landlord the punctual payment, performance and fulfillment of all of the Obligations and hereby fully indemnifies and holds Landlord harmless from and against any cost, claim, liability, damage or expense (including but not limited to reasonable attorneys' fees and disbursements to the extent provided in Paragraph 7 hereof) which Landlord may incur in the event Guarantor does not punctually pay, perform and/or fulfill all of the Obligations.

b) Notwithstanding anything to the contrary contained in this Guaranty, Guarantor shall only be liable for (i) the payment of all fixed rent and additional rent due and owing under the Lease, for any period prior to the date on which vacant possession of the Demised Premises is surrendered to Landlord in the condition required by the Lease, and in no event shall Guarantor be liable for accelerated fixed rents or accelerated additional rents relating to any periods after such surrender, and (ii) the payment, discharge or satisfaction of any