

## GUARANTY OF LEASE

Landlord: 5 HANOVER SQUARE (NY) OWNER, LLC

Tenant: KNOTEL 5 HANOVER LLC

Premises: The entire seventeenth (17<sup>th</sup>) and eighteenth (18<sup>th</sup>) floors of the building located at 5 Hanover Square, New York, New York 10004 and more particularly described in the Lease (collectively, the "Premises")

Date of Lease: September 26, 2018

Guarantor: KNOTEL, INC.

THIS GUARANTY OF LEASE (this "Guaranty") is dated for reference purposes and executed as of September 26, 2018, by the guarantor identified above ("Guarantor"), with reference to the following facts:

A. Landlord and Tenant have entered into and executed the Lease described above by the terms of which Landlord leased to Tenant and Tenant leased from Landlord certain Premises more particularly described in the Lease.

B. Guarantor has a financial interest in Tenant and a material interest in ensuring that Landlord and Tenant enter into the Lease.

C. Landlord would not execute the Lease if Guarantor did not execute and deliver to Landlord this Guaranty.

NOW, THEREFORE, for and in consideration of Landlord's execution of the Lease and as a material inducement to Landlord to enter into the Lease, Guarantor hereby covenants with and represents and warrants to Landlord as follows:

1. Guarantor hereby jointly, severally, irrevocably and unconditionally guarantees the prompt payment by Tenant of all rentals and all other sums payable by Tenant under the Lease and the faithful and prompt performance by Tenant of each and every one of the terms, conditions and covenants of the Lease to be kept and performed by Tenant (collectively, the "Obligations"). If, at any time, Tenant shall default in the payment of any sums payable by Tenant under the Lease or in the performance of any of the terms, conditions or covenants of the Lease to be kept, performed or observed by Tenant beyond the expiration of applicable notice and cure periods, Guarantor will immediately pay such sums payable by Tenant under the Lease and/or keep, perform and observe such terms, conditions and covenants in place and stead of Tenant.

2. Notwithstanding any of the provisions of this Guaranty to the contrary:

a. Guarantor's liability for the Obligations shall not exceed (i) Four Hundred Twenty-Seven Thousand Four Hundred Sixty-Seven and 00/100 Dollars (\$427,467.00), plus (ii) all Enforcement Costs payable pursuant to Section 12 below.

b. Provided (i) that Tenant is not then in monetary or material non-monetary default under the Lease, (ii) that Tenant has paid all Rent (as defined in the Lease) due under the Lease on or before the expiration of applicable notice and cure periods throughout the