

GUARANTY

THIS GUARANTY, dated as of the 25th day of January 2018, made by [REDACTED] FUNG CHAU, an individual, having an address at 86-22 Broadway, Elmhurst, New York 11373 ("Guarantor") in favor of [REDACTED] C [REDACTED] ENTERTAINMENT, LLC, a Delaware limited liability company, having an address c/o American Realty Capital New York City REIT, Inc., 405 Park Avenue, New York, New York 10022 ("Landlord").

WITNESSETH:

WHEREAS, simultaneously herewith, Landlord is entering into a Lease (the "Lease") with UNIVERSAL SPORTS & ENTERTAINMENT GROUP INC, a New York corporation, having an address at 750 Third Avenue, New York, New York 10017 ("Tenant"), for the space in the building known by the street address of 200 West 41st Street, New York, New York 10018 (the "Building"), as more particularly described in the Lease (the "Premises"); and

WHEREAS, Guarantor, as a member of Tenant, has a financial interest in Tenant and will derive an economic benefit from the Lease; and

WHEREAS, Landlord has required, as a condition to Landlord's execution and performance of the Lease, that Guarantor execute and deliver this Guaranty.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and for other good and valuable consideration, the receipt and legal sufficiency of which Guarantor hereby acknowledges, Guarantor hereby agrees as follows:

1. Unless otherwise specifically noted, all capitalized terms used in this Guaranty shall have the same meaning as are ascribed to such terms in the Lease.
2. Subject to this Section 2, Guarantor hereby guarantees to Landlord, in accordance with and pursuant to this Guaranty, the full and timely payment and performance of all obligations of Tenant accruing under the Lease on or prior to the date (the "Guarantor Release Date") that is the one hundred eightieth (180th) day after Tenant gives Landlord irrevocable notice informing Landlord of Tenant's intention to vacate and surrender the Premises to Landlord in accordance with the terms of the Lease, provided that the following conditions are satisfied: (i) Tenant and all assignees, subtenants, licensees and other Persons occupying all or any part of the Premises vacates and surrenders the Premises to Landlord in accordance with the terms of the Lease and tenders possession thereof to Landlord on the Guarantor Release Date, (ii) Tenant is not in default under the Lease on the Guarantor Release Date, and (iii) Tenant irrevocably forfeits the Security Deposit to Landlord on the Guarantor Release Date (the conditions described in clauses (i), (ii) and (iii) above are referred to herein as the "Guarantor Release Conditions"). If the Guarantor Release Conditions are not satisfied on the Guarantor Release Date, then the Guarantor Release Date shall be extended to the date that is the one hundred eightieth (180th) day after the date that the Guaranty Release Conditions have been