

GOOD GUY AND LIMITED GUARANTY

THIS GUARANTY (this "Guaranty") made as of November ____, 2017, by [REDACTED] NGS LLC, a Delaware limited liability company ("Guarantor"), having an address at 270 Madison Avenue, 2nd Floor, New York, New York 10016.

WITNESSETH:

WHEREAS, Stewart Tenants Corp. ("Landlord"), and Cooper # 9th Parking LLC, ("Tenant"), entered into that certain lease dated as of November ____, 2017 ("Lease") for the parking garage in the building at 91 East 9th Street, New York, New York;

WHEREAS, in acknowledgment that the Lease does not require Tenant to maintain a security deposit with Landlord, and in order to induce Landlord to enter into the Lease with Tenant, Guarantor has agreed to deliver this Guaranty.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. (a) Guarantor does hereby unconditionally and irrevocably guaranty to Landlord, its successors and assigns: (i) all of Tenant's obligations under the Lease all fixed minimum rent as set forth in paragraph 2.01 of the Lease and additional rent for a real estate taxes as set forth in paragraph 18 of the Lease, (ii) the full and prompt payment of all reasonable attorneys' fees and disbursements incurred by Landlord to enforce this Guaranty.

(b) Notwithstanding anything to the contrary set forth in this Guaranty, the Guarantor's obligation hereunder shall be completely terminated and Guarantor shall not be liable to Landlord for any amount when, and in the event (i) Tenant quits and surrenders possession of the Premises, and delivers all keys (if any are in possession of Tenant) to the doors thereof (the "Surrender Date"), AND (ii) Tenant has paid all fixed minimum rent as set forth in paragraph 2.01 of the Lease and additional rent for a real estate taxes as set forth in paragraph 18 of the Lease, up to and including the Surrender Date, AND (iii) Tenant has given at least sixty (60) days' notice in advance of the Surrender Date that it will surrender the Premises on the date set forth in such notice, AND (iv) Guarantor delivers a bank or cashier's check or wires funds to Landlord in the amount of \$500,000.00 on or before the Surrender Date.

2. Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors or assigns, under the Lease, Guarantor shall and will forthwith pay to Landlord such rent, additional rent, or any other sums due to Landlord as is due and payable and any damages attributable to Tenant's failure to perform Tenant's obligations under the Lease subject, in all instances, to the limitations set forth in Paragraph 1 hereof.