

## EXHIBIT E

GUARANTY OF LEASE

GUARANTY OF LEASE (this "Guaranty") dated as of the \_\_\_ day of May, 2018 made by [REDACTED] RISES USA, LLC having an address at 10115 Jefferson Blvd., Culver City, CA 90232 ("Guarantor"), in favor of 33 [REDACTED] H [REDACTED] AIL [REDACTED] R LLC, having an address c/o Midtown Equities LLC, 141 Fifth Avenue, 2<sup>nd</sup> Floor, New York, New York 10010 ("Landlord").

## WITNESSETH:

WHEREAS, Landlord and [REDACTED] en NY, Inc. ("Tenant") are simultaneously herewith entering into a lease (the "Lease") for certain premises as described in the Lease;

WHEREAS, Guarantor is an owner, directly or indirectly, of Tenant and has a financial interest in the success of Tenant; and

WHEREAS, Landlord would not have entered into the Lease unless Guarantor executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, 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 meanings ascribed to them in the Lease.
2. Guarantor hereby unconditionally and irrevocably guarantees to Landlord the full performance and observance of all of the terms, covenants and conditions of the Lease on Tenant's part to be observed and performed under the Lease, including, without limitation, the full and prompt payment of Rent, including, but not limited to, the Fixed Rent, Additional Rent and any and all other sums and charges payable by Tenant under the Lease, and the full performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant (the foregoing, the "Guarantied Obligations"). Guarantor hereby covenants to Landlord that if Tenant, or Tenant's successors or assigns, shall at any time during the term of the Lease default in the payment or performance of any of the Guarantied Obligations beyond any applicable notice and cure period, then irrespective of any defense or any right of set-off, credit or claim that Tenant may have against Landlord, Guarantor shall forthwith pay such Guarantied Obligations to the Landlord and shall forthwith faithfully perform and fulfill all of such Guarantied Obligations, and shall forthwith pay to Landlord all reasonable attorneys' fees, disbursements and court costs incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.
3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security and this