NYSCEF DOC. NO. 15

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"GOOD GUY" GUARANTY

DEMISED PREMISES: A portion of the Ground Floor, the entire Second Floor, the entire Third Floor, a portion of the Fourth Floor, and a portion of the Basement all as designated on the annexed Exhibit "A" at the Building 230 West 17th Street, New York, New York 10019.

LANDLORD: TREET, LLC ("Landlord") having an office having an office at c/o the Hakim Organization, 3 West 57th Street, 7th Floor, New York, New York 10019

TENANT: GING HOLDINGS, LLC., a New York Limited Liability Company, d/b/a DIAGNOSTIC RADIOLOGY ASSOCIATES ("Tenant") having an office at, having an office at 230 West 17th Street, New York, New York 10011.

LEASE: Agreement of Lease, executed and delivered by Landlord and Tenant dated as of the date hereof, as the same may be amended from time to time (the "Lease")

In consideration of, and as an inducement for, the granting, execution and

DATE OF THIS GUARANTY: This Guaranty is dated as of January ______, 2011.

delivery of the Lease and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficience vledged, the undersigned ar. Bul Khanry residing at 32 1057 ("Guarantor"), hereby guaranties, unconditionally and absolutely, to Landlord, its successors and assigns (without requiring any notice of nonpayment, nonkeeping, nonperformance or nonobservance or proof of notice or demand whereby to charge Guarantor, all which Guarantor hereby expressly waives), the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions of the Lease provided to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of the fixed Minimum Annual Rental, additional Minimum Annual Rental, charges and damages payable by Tenant under the Lease including, without limitation, use and occupancy charges during the period of time when Tenant is occupying the Demised Premises as a holdover tenant) and the payment of any and all other damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms, provisions or conditions. Notwithstanding anything in the foregoing to the contrary, provided that, the Surrender Date (as such term is hereinafter defined) shall occur, Guarantor's liability hereunder shall be limited to: (1) the performance of those obligations and the payment of such fixed Minimum Annual Rental, additional Minimum Annual Rental and other charges as accrue under the Lease up to and including the date (the "Surrender Date") upon which Tenant shall have: (a) vacated (and caused all subtenants, assignees and other parties claiming through or under Tenant to have vacated) the Demised Premises and surrendered the same in the condition required pursuant to the Lease, and fulfilled all of Tenant's obligations under the Lease (including the payment of fixed Minimum Annual Rental, additional Minimum Annual Rental and other charges), and (b) delivered all keys to the Demised Premises to Landlord, and (c) at least six (6) months prior to the Surrender Date, executed and delivered to Landlord a valid, legally binding

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