

**GOOD GUY GUARANTY**

PREMISES: All of the parking garage located at [REDACTED] 33 East  
21<sup>st</sup> Street, New York, New York

LANDLORD: [REDACTED] DAN GARAGE CORP.

TENANT: [REDACTED] CIAL 21 PARKING LLC

DATE OF LEASE: July 27, 2010

DATE OF THIS GUARANTY: March 4, 2019

1. As an inducement for the execution of the First Amendment of Lease dated as of January 1, 2019 (the "Amendment") executed in connection with the captioned lease (the "Original Lease"; together with the Amendment, collectively, the "Lease"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the undersigned, CITIZENS ICON HOLDINGS LLC, a Delaware limited liability company ("Guarantor", which term shall be deemed to include Guarantor's successors and assigns), unconditionally guarantees to Landlord (which term shall be deemed to include the named landlord and its successors and assigns) all of the obligations of Tenant under the Lease (including, without limitation, Tenant's obligations accruing prior to the date of the Amendment) to pay any and all of the following through the date of surrender of the Premises by Tenant to Landlord (or the date upon which Landlord obtains possession of the Premises) vacant (other than parking customers) (the "Surrender Date"): (i) Basic Rent, (ii) Excess Rent, and (iii) interest on the foregoing items (i) and (ii) owed pursuant to Section 3.06 of the Original Lease; provided Tenant or Guarantor has given Landlord not less than thirty (30) days prior written notice that Tenant intends to vacate and surrender to Landlord possession of the Premises and, in the absence of such notice, the Surrender Date shall be extended for an additional thirty (30) days. From and after the Surrender Date, Guarantor shall not be liable for any Basic Rent, additional rent, or other charges or obligations accruing under the Lease or otherwise except that, notwithstanding anything to the contrary set forth herein, Guarantor shall be, and shall remain, liable for Landlord's costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the enforcement of this Guaranty. Neither the obligations nor the liabilities of Guarantor hereunder shall be released, reduced, diminished, offset or otherwise affected by the existence of, or Landlord's receipt, application, use, retention or release of, any security given for the performance, observance and compliance with any of the terms, covenants or conditions required to be performed, observed or complied with by Tenant under the Lease, and for the purposes of Guarantor's obligations and liabilities under this Guaranty, Landlord shall be deemed not to be holding any security under the Lease and not to have applied, used or retained any security deposit. (All capitalized terms used and not otherwise defined in this Guaranty shall have the meanings ascribed to them in the Lease).

2. This Guaranty is an absolute and unconditional guaranty of payment and not only of collection. Guarantor's liability under this Guaranty is direct and primary, and not secondary, and shall be joint and several with that of Tenant. Guarantor hereby covenants and agrees to and with Landlord and its successors and assigns, that Guarantor may be joined in any action against