

GUARANTY OF PARTIAL PAYMENT OBLIGATIONS

THIS GUARANTY OF PARTIAL PAYMENT OBLIGATIONS (this "**Guaranty**"), dated as of April 5, 2019, made by [REDACTED] **PARTNERSHIP L.P.**, a Delaware limited partnership having an address c/o SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170 ("**Guarantor**"), in favor of **CITIZENS BANK, N.A., AS SUCCESSOR BY MERGER TO CITIZENS BANK OF PENNSYLVANIA**, having an address c/o Citizens Real Estate Finance, 8614 Westwood Center Drive, #205, Vienna, VA 22182, as administrative agent (in such capacity, together with its successors and assigns, "**Administrative Agent**") for the Lenders from time to time party to the Loan Agreement (as defined below) (each Lender, together with its successors and assigns, individually, a "**Lender**" and, collectively, "**Lenders**").

R E C I T A L S:

A. Pursuant to that certain Loan Agreement dated as of April 6, 2016 (as the same was amended by that certain First Amendment to Loan Agreement dated October 9, 2018 (as amended, the "**Original Loan Agreement**") entered into by and among [REDACTED] **STREET OWNER LLC**, a Delaware limited liability company (the "**Borrower**"), Administrative Agent and Lenders, Lenders made a loan (the "**Loan**") to Borrower in the maximum aggregate principal amount of up to FORTY-EIGHT MILLION AND 00/100 DOLLARS (\$48,000,000.00), subject to the terms and conditions of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement);

B. Borrower has asked that Administrative Agent and Lenders agree to (i) permit a transfer of all of the ownership interests of Borrower's Sole Member (as defined in the Original Loan Agreement), (ii) accept a pay down of the Loan in the amount of Seven Million and 00/100 Dollars (\$7,000,000.00), such that the outstanding principal balance on the Loan as of the date hereof and after such pay down is \$38,024,561.40; and (iii) certain further modifications of the Loan Documents (as defined in the Omnibus Amendment (hereinafter defined)) ((i) – (iii), together, herein referred to as the "**Modifications**") and as a condition to Administrative Agent and Lenders agreeing thereto, Administrative Agent and Lenders require that Guarantor execute and deliver this Guaranty to Administrative Agent for the benefit of the Lenders; and

C. Guarantor hereby acknowledges that following the Modifications it will be an affiliate of the Person that owns (other than for income tax purposes) direct or indirect ownership interests in the Property and, accordingly, Guarantor will materially benefit from Lender agreeing to the Modifications.

D. Capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Original Loan Agreement, as amended by the Omnibus Amendment to Loan Agreement and Other Loan Documents (the "**Omnibus Amendment**," together with the Original Loan Agreement, and as each of the foregoing may have been or may further be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time, the "**Loan Agreement**") entered into by and among Borrower, Administrative Agent and Lenders simultaneously herewith.