

Mortgage No. 15-1413172201

CONTINGENT GUARANTY

1. In consideration of financial accommodations given, to be given or continued to **[REDACTED] 86TH STREET, LLC** (herein called "**Borrower**") by **[REDACTED] K COMMERCIAL BANK**, a banking corporation, organized and existing under the laws of the State of New York, having its office and principal place of business at One Jericho Plaza, Jericho, Nassau County, New York (herein called "**Lender**") the undersigned (also called "**Guarantor**") by this Personal Contingent Guaranty (herein called "**Guaranty**") irrevocably and unconditionally guarantee(s) to the Lender such sums as detailed in paragraph 12 below in connection with the mortgage loan by Lender to Borrower in the principal sum of \$9,750,000.00 (the "**Loan**") secured by The 225 East 86th Street Condominium, 223/229 East 86th Street, Commercial Unit, New York, New York 10028 (the "**Premise**"), together with all interest thereon and all attorney's fees, costs and expenses of collection incurred by the Lender in enforcing any of such liabilities of the Borrower.

LIABILITIES DEFINED

2. The term "liabilities of the Borrower" shall include all liabilities as limited herein direct or contingent, joint, several or independent, of the Borrower now or hereafter existing, due or to become due to, or held or to be held by, the Lender for its own account or as agent for another or others, whether created directly or acquired by assignment or otherwise. In the event that the Borrower is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other entity, the term "liabilities of the Borrower" as used herein shall include all liabilities of any successor corporation(s), or partnership(s), limited partnership(s), limited liability company(s), limited liability partnership(s) or any other entity(s), to the Lender, direct or contingent, joint, several or independent, now or hereafter existing, due or to become due to, or held or to be held by the Lender, whether created directly or acquired by assignment or otherwise.

NO RELEASE OF GUARANTOR

3. The Lender may at any time and from time to time (whether or not after revocation or termination of this Guaranty) without the consent of, or notice to the undersigned (except as shall be required by applicable statute and cannot be waived), without incurring responsibility to the undersigned, without impairing or releasing the obligations of the undersigned hereunder, upon or without any terms or conditions in whole or in part: (a) change the manner, place or terms of payment, and/or change or extend the time of payment, renew, alter or increase any liability of the Borrower, any security therefore, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the liabilities of the Borrower as so changed, extended, renewed, altered or increased; (b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the liabilities hereby guaranteed or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;