

**JOINDER  
TO GUARANTY AGREEMENT**

By executing this Joinder (the "Joinder"), the undersigned ("Joinder Parties") jointly and severally guaranty the payment and performance by Borrower of all Guaranteed Obligations for which Guarantors are personally liable under Section 1 of this Guaranty Agreement given by Chaim Lobl and Paul Pollak dated as of December \_\_\_, 2016 (the "Guaranty Agreement"). This Joinder is a guaranty of full and complete payment and performance and not of collectability.

The Joinder Parties hereby make, to the fullest extent permitted under applicable law, waive the rights and defenses set forth in Section 3 of this Guaranty Agreement.


Each Joinder Party further represents, warrants and agrees that:

- (a) The obligations under this Joinder are enforceable against each such party and are not subject to any defenses, offsets or counterclaims;
- (b) The provisions of this Joinder are for the benefit of the Lender and its successors and/or assigns;
- (c) Lender shall have the rights against Borrower, Guarantor or any Joinder Party set forth in this Guaranty Agreement;
- (d) Each Joinder Party covenants and agrees to furnish to Lender the financial reporting set forth in Section 5(c) of this Guaranty Agreement; and
- (e) Each Joinder Party covenants and agrees to cooperate with Lender upon the sale, assignment or transfer of the Loan, or any portion thereof, in accordance with the provisions of Section 13 of the Loan Agreement.

This Joinder shall be governed by the laws of the State of New York. This Joinder may be signed by the Joinder Parties in counterpart, each of which taken together shall constitute one enforceable agreement.

Executed as of December \_\_\_, 2016

**JOINDER PARTIES:**

By:   
Name: Roiza B. Lobl, an individual

By: \_\_\_\_\_  
Name: Judith Pollak, an individual