

GUARANTY

GUARANTY (this "Guaranty") made as of March 31, 2017 by [REDACTED] DS SAMA, LLC, a Delaware limited liability company, having an address at 1900 Main Street, Suite 640, Irvine, California 92614 ("Guarantor") to [REDACTED] P [REDACTED] PROPERTIES II LLC, having an address at One Bryant Park, New York, New York 10036 ("Landlord").

WITNESSETH:

WHEREAS, [REDACTED] on [REDACTED] an Browndorf, LLP (the foregoing entity and any subsequent tenant under the Lease, whether or not the same is a permitted tenant under the Lease, collectively, "Tenant") desires to enter into a certain lease dated as of even date herewith (such lease, as the same may be modified, amended, assigned, supplemented, extended or renewed from time to time, collectively, the "Lease") with Landlord with respect to a portion of the eighteenth (18th) floor of 114 West 47th Street, New York, New York (Suite 1810), as more particularly described in the Lease; and

WHEREAS, Landlord is unwilling to execute the Lease unless Guarantor executes and delivers this Guaranty.

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to Guarantor, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby represents, warrants, covenants and agrees as follows:

1. Guarantor hereby represents, warrants and covenants to Landlord as follows:

A. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary action on the part of Guarantor.

B. This Guaranty constitutes Guarantor's valid and legally binding obligation, enforceable against Guarantor in accordance with its terms except as limited by bankruptcy, insolvency, receivership and similar laws effecting creditors rights from time to time in effect.

C. Guarantor (i) is a duly organized and validly existing limited liability company in good standing under the laws of the jurisdiction of its formation and (ii) has the power and authority to own its property and assets and to transact the business in which it is engaged.

D. Neither the execution, delivery or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof, (i) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, (ii) will result in any breach of any of the terms of, or constitute a default under, or result in the creation or imposition of any lien upon any of the property or assets of Guarantor pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which Guarantor is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the formation documents of Guarantor.

E. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery and performance of this Guaranty or (ii) the legality, validity, binding effect or enforceability of this Guaranty.