

GOOD GUY GUARANTY

Guaranty (this "Guaranty"), made as of July 5, 2017, by Gregory Zamfotis, an individual, having a residential address at [REDACTED] 0 [REDACTED] mb [REDACTED] St., [REDACTED] t. [REDACTED], New York, New York 10282 (hereinafter referred to as the "Guarantor") to DOLP 1155 PROPERTIES II LLC, a Delaware limited liability company, having offices at c/o Royal Realty Corp., One Bryant Park, 49th Floor, New York, New York 10036 ("Landlord").

WHEREAS, 1155 6th Coffee and Bakery LLC (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 certain retail premises (the "Demised Premises") at 1155 Avenue of the Americas, New York, New York (the "Building"), 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:

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

A. 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 affecting creditors' rights from time to time in effect.

B. 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 applicable to Guarantor or (ii) will result in any breach of any of the terms of, or constitute a default by Guarantor 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.

C. 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 by Guarantor or (ii) the legality, validity, binding effect or enforceability of this Guaranty with respect to Guarantor.