

GUARANTY OF
THE LEASE ("LEASE") DATED May 10, 2016, as amended
BETWEEN CH [REDACTED], LLC,
AS LANDLORD, [REDACTED] TENANT

In order to induce the aforesaid Landlord to enter into the foregoing Lease and for other valuable considerations, the receipt whereof is hereby acknowledged, the undersigned "Guarantor" hereby make the following guaranty and agreement ("Guaranty") with and in favor of Landlord and its respective legal representatives, successors and assigns. All defined terms herein not otherwise defined shall have the meaning as set forth in the above referenced Lease.

1. In consideration of Landlord consenting to the assignment of the Lease to CIBO 888 LLC the undersigned Guarantor, jointly and severally, guarantee to Landlord (I) the full and faithful performance of all the terms and conditions of the Lease (the "Guaranteed Obligations"), including but not limited to the payment of any and all Base Rent, Taxes, charges incurred by Landlord based upon the consumption by Tenant of utilities charges incurred by Landlord to remove mechanics' liens against the Building caused by Tenant, reimbursement to Landlord for insurance premiums paid by Landlord because of Tenant's failure to maintain insurance as required by the terms and conditions of the Lease and the reasonable, actual, out-of-pocket legal fees, costs and disbursements incurred by Landlord in the enforcement of this Guaranty ("Total Rent" or "Guaranteed Obligations") due to Landlord, plus (II) payment of all damages to the Premises suffered by Landlord (including without limitation reasonable attorneys' fees) as a result of Tenant's breach of the Lease, ("Landlord's Damages"), plus (III) also be responsible for payment of any unamortized releasing brokerage commissions paid by Landlord in connection with Tenant's vacatur and surrender of the Demised Premises. This guarantee is absolute and unconditional and is a guarantee of payment and not of collection. Except for the service of a summons and complaint, the parties hereto waive all notice of non-payment, non-performance or non-observance, or proof, notice or demand to charge the undersigned therefore, all of which the undersigned expressly waive and expressly agree that the validity of this Guarantee, and the obligation of the Guarantor hereto, shall in no way be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms of the Lease. The undersigned further covenant and agree that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this Lease and during any period when Tenant is occupying the Premises as a "Statutory Tenant". As a further inducement to Landlord to make the Lease and in consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of under, or by virtue of the terms of the Lease or of the Guaranty, that Landlord and the undersigned shall and do hereby waive trial by jury.

2. Notwithstanding anything contained in Paragraph 1 hereof, in the event that (a) Tenant is in good standing and is not in default under any of the terms of the Lease when the Surrender Notice (referred to below) is given and on the Final Day (defined