

GUARANTY OF LEASE

In consideration of, and as an inducement for the granting, execution and delivery of that certain Lease, dated as of May 11, 2016 (the "Lease"), by 376 Bleeker Associates LLC, as Landlord ("Landlord"), and 376 Bleeker Street LLC, as Tenant ("Tenant"), for the Demised Premises contained in the Lease in the Building located at 376 Bleeker Street, New York, New York, and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Cynthia Rowley, ("Guarantor"), hereby unconditionally guarantees to Landlord, its successors and assigns (without requiring any notice of nonpayment, nonperformance or nonobservance or proof of notice or demand whereby to charge Guarantor, all of which Guarantor hereby expressly waives), the timely, full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions of Tenant under the Lease which Tenant is obligated to perform and to be observed by Tenant (expressly including, without being limited to, the payment as and when due of all installments of Base Rent and Additional Rent (as same are defined in the Lease) and all other charges, including but not limited to interest, costs, fees, etc. payable by Tenant, its successors and assigns under the Lease and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission in a manner which is contrary to any of said covenants, agreements, terms, provisions or conditions contained in the Lease through and including the Vacate Date (as hereinafter defined); and Guarantor hereby covenants and agrees to and with Landlord that if there is any default by Tenant or its successors or assigns, in the payment of any installment of Base Rent, Additional Rent or any other charges due under the Lease prior to the Vacate Date (as hereinafter defined), Guarantor, in each and every instance, shall immediately and forthwith pay to Landlord such Base Rent, Additional Rent and other charges including without limitation, all arrears of Base Rent and Additional Rent, attorneys' fees and disbursements incurred by or caused by or in any way related to any such default under the Lease and/or the enforcement of this Guaranty, including, but not limited to, Landlord's attorneys' fees, court costs, etc.

Notwithstanding anything contained herein, provided Tenant gives Landlord not less than six (6) months prior written notice of its intention on a date certain ("Vacate Date") to (a) deliver possession of the Demised Premises to Landlord in the condition required at the termination of the Lease and (b) otherwise to comply with the provisions of subparagraphs (i), (ii), and (iii) below, upon (i) delivery of possession of the Demised Premises and all keys to Landlord on or before the Vacate Date, in the condition required at the termination and the delivery to Landlord of a duly executed and acknowledged Surrender Declaration in the form annexed hereto as Schedule A, (ii) the receipt by Landlord of unpaid Base Rent and Additional Rent which shall have accrued under the terms of the Lease at any time up to and including such delivery of possession (in immediately available funds which shall be lawful money of the United States of America), and (iii) Tenant's waiver of all claims against the Security Deposit, in each case without being subject to cancellation, rescission or avoidance under any bankruptcy, insolvency or other statutes or decisions of any court, all of the obligations of Guarantor thereafter accruing under this Guaranty, shall thereupon terminate and expire. Nothing contained in this paragraph or elsewhere herein shall release Tenant from any liability under the Lease. If any payment by Guarantor shall be canceled, set aside, rescinded or avoided in any bankruptcy,