

EXECUTION VERSION

GUARANTY

LEASED PREMISES:	120,661 usable square feet in the building located at 787 Eleventh Avenue, New York, New York 10019.
LANDLORD:	GEORGETOWN ELEVENTH AVENUE OFFICE, LLC (together with its successors and or assign, " Landlord ").
TENANT:	BIG COMEY, LLC (" Tenant ").
DATE OF THE LEASE AND THIS GUARANTY:	As of the <u>18th</u> day of November, 2015

1. In consideration of, and as an inducement for, the granting, execution and delivery of that certain Retail Lease Agreement dated as of the date hereof between Landlord and Tenant respecting the Leased Premises captioned above (the "**Lease**") and in further consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Cary B. Flom, [REDACTED] person, having an address of 60 West 64th Street, Apt. 27K, New York, New York 10023, Maxim N. Silva, [REDACTED] person, having an address of 601 E 103rd Street, Apt. 2004, Aventura, Florida 33160 and Alexander Panko, [REDACTED] person, having an address of 601 E 103rd Street, Apt. 2302, Aventura, Florida 33160 (collectively, "**Guarantor**") hereby absolutely, unconditionally and irrevocably guarantees to Landlord, on a joint and several basis but subject, however, to the terms and conditions hereof:

a. the obligation of Tenant to complete construction, within the timeframe provided in the Lease, of Tenant's Initial Work (as defined in the Lease) in accordance with final architectural plans and specifications approved by Landlord pursuant to and in accordance with the Lease (the "**Retail Improvements**"), which Retail Improvements shall be completed without the same being subject to any liens or encumbrances related to the construction of such Retail Improvements, but subject in all events to the terms and conditions of the Lease applicable thereto (including with respect to the bonding over, removal or extinguishing of liens), except in no event shall Guarantor be obligated to guaranty payment of the Allowance (or any portion thereof) or expend any sums on account thereof to the extent Landlord defaults (beyond any applicable notice or cure periods) in its obligation to pay the Allowance (or any portion thereof) pursuant to and in accordance with the Lease (and so long as Tenant is not also in default (beyond any applicable notice or cure periods) under the Lease); and

b. (i) only for so long as the Lease Bond (as hereinafter defined) is outstanding pursuant to the terms and conditions thereof and the Lease, and only in the event that the Surety (as hereinafter defined) fails to make a payment to which Landlord is entitled pursuant to the terms of the Lease Bond (and subject to the terms below), the payment of all amounts and sums due to Landlord pursuant to and in accordance with that certain Lease Bond delivered to and for the benefit of Landlord by Tenant, as