

FORM OF GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of that certain Agreement of Lease, dated as of February ___ 2024 (the "Lease"), entered into by and between Losi's Corner LLC having an address at 12 Franklin St., Amityville, NY 11701 ("Landlord"), and Amitea House LLC. having an address at 40 Forrest Place, Amityville, NY 11701 ("Tenant"), regarding premises leased by Tenant from Landlord, as more particularly described in the Lease (the "Premises"), in the building having an address at 11a Ireland Place, Amityville, NY 11701 (the "Building"), and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Landlord, the receipt of which is acknowledged:

1. The undersigned, Melissa Marsigliano residing at 40 Forrest Place, Amityville, NY 11701 ("Guarantor"), hereby unconditionally individually guarantees to Landlord, its successors and assigns and hereby covenants and agrees that if there shall occur any default by Tenant in the payment of the "Rent" (as defined below) set forth in the Lease (after the expiration of any applicable notice, cure or grace period), then Guarantor, within ten (10) days after written demand by Landlord, shall in each and every instance up to and including the "Release Date" (as defined below), pay the Rent to Landlord. The "Release Date" shall mean the date (i) which is specified as the Release Date in a written notice of surrender of possession of the Premises received by Landlord from Tenant at least One hundred and eighty (180) days prior to the Release Date and (ii) upon which Tenant returns to Landlord the keys to the Premises and surrenders possession of the Premises to Landlord in the condition required by the Lease as of the expiration or termination thereof, free of all tenancies or rights or claims of occupancy by Tenant or any party claiming through Tenant and with all Rent and all sums due under this Guaranty fully paid to and including the Release Date.

2. The "Rent" shall mean and include base rent, additional rent and all other sums due under the Lease and, to the extent any costs, fees and disbursements have not been actually incurred by the Release Date, then the reasonably estimated cost of the same; during any period in which Landlord is holding a security deposit, replacement of security and addition to security as provided in the Lease; and all reasonable actual out-of-pocket attorneys', architects', engineers' and experts' fees and disbursements incurred by Landlord as the result of any default by Tenant under the Lease up to and including the Release Date.

3. This Guaranty is an irrevocable, absolute and unconditional guaranty of payment as herein provided. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever, or the application of any security deposited under the Lease, or any need to give notice of Tenant's failure of payment, performance or observance, or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives.

4. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, modified, diminished or impaired by reason of the assertion or the failure to assert by Landlord against the Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or otherwise.

5. This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be terminated, affected, modified, impaired or diminished by reason of any event or circumstance which might otherwise constitute a legal or equitable discharge of Guarantor, including, without limitation: (i) any assignment, renewal or modification of the Lease or any sublet of the Premises; (ii) any failure to act, delay, indulgence, or lack of diligence on the part of Landlord, to enforce, assert or exercise any right, power or remedy conferred on Landlord under the Lease or this Guaranty; or (iii) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting the Tenant under the Lease whether or not notice thereof is given to the Guarantor.

6. Notwithstanding the foregoing, in the event the Lease is assigned in a bona fide, arms' length transaction by Tenant to a person or entity who or which is unaffiliated in any manner with Tenant or with Guarantor, and the assignee has been approved by Landlord as provided in the Lease and has assumed all of Tenant's obligations under the Lease for the period from and after the date of the assignment, and such assignment complies with all the applicable terms and provisions of the Lease, and Tenant has surrendered all right, title and interest in and to the Lease and the Premises, and provided that the assignee, on or before the date of the assignment, submits to Landlord a Guaranty in this form executed by the principal or principals of the assignee, and further provided that on the date of the assignment all Rent and all sums due under this Guaranty as of the date of the assignment, are fully paid, then, as of the date of such assignment the Guarantor's obligations hereunder shall cease and end as if that date were the Release Date.

7. All of Landlord's rights and remedies under the Lease, and/or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty and/or any of the provisions hereof cannot be modified, waived or terminated unless such modification, waiver or termination is in writing and signed by Landlord.

8. Guarantor hereby individually agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment is for such purpose. No payment by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Landlord or to any payment by the Tenant under the Lease, or out of the property of such Tenant, except after payment of all sums to be paid and all obligations to be performed by the Tenant under the Lease.

9. Guarantor agrees that Guarantor will, at any time and from time to time, within ten (10) days following written request by Landlord and without charge therefor, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Guarantor agrees that such certificates may be relied upon by anyone holding or proposing to acquire any interest in the Premises from or through Landlord or by any mortgagee or prospective mortgagee of the Premises or of any interest therein.

10. As a special inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor hereby represents and warrants to and for the benefit of Landlord and agrees that: (i) Guarantor owns a majority of the issued and outstanding stock or limited

liability company or partnership interest of Tenant and that by executing the Lease, Landlord will be conferring a direct and substantial economic benefit on Guarantor. (ii) Tenant has all requisite power and authority to enter into the Lease. (iii) This Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding individual, obligation of Guarantor, enforceable in accordance with its terms. (iv) The execution, delivery and performance of this Guaranty does not violate or contravene any laws, ordinances or governmental requirements affecting Guarantor or any agreement to which Guarantor is a party or by which Guarantor is bound. (v) Guarantor hereby submits to the sole and exclusive jurisdiction of the courts (city, state and federal) located in the City, County and State of New York for the purpose of each and every suit, claim or proceeding arising out of or based on this Guaranty. (vi) Guarantor consents to service of process in such manner as is permitted by law or by certified or registered mail at Guarantor's residence address herein set forth or at the Premises, and agrees that such service of process shall confer personal jurisdiction upon Guarantor. (vii) Guaranty shall promptly give Landlord written notice of any change in residence address of Guarantor and Landlord shall not be bound by any such change of address until receipt by Landlord of said written notice. (viii) Guarantor shall not assign this Guaranty or any of Guarantor's obligations hereunder.

11. As a further inducement to Landlord to enter into the Lease and in consideration thereof, Guarantor covenants and agrees that: (i) In any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury and any and all counterclaims which Guarantor may have against Landlord (except mandatory or compulsory counterclaims). (ii) This Guaranty shall be enforced and construed in accordance with the internal laws of the State of New York without regard to principles of conflict of laws. (iii) Guarantor shall pay to Landlord, within five (5) days after written demand by Landlord, all reasonable attorneys' fees and disbursements incurred by Landlord in the enforcement of any of the provisions of this Guaranty or in the defense of any action or proceeding brought in connection with this Guaranty, provided that Landlord is the prevailing party in such action or proceeding. (iv) The Guaranty shall be binding upon and inure to the benefit of Landlord, the Guarantor and their respective heirs, legatees, distributees, legal representatives, executors, administrators, successors and permitted assigns.

12. Notices hereunder shall be sent by certified or registered mail or overnight courier service to the parties at their respective addresses above shown or to such other address as a party may designate by written notice given as herein provided.

13. The Release Date herein refers and relates solely to the Guarantor. The aforementioned notice by Tenant of surrender of possession of the Premises and the delivery of the Premises to Landlord shall not be construed to limit, diminish or otherwise reduce any liability or obligations that Tenant would otherwise have under the Lease, or any rights and remedies of Landlord under the Lease or at law or equity, and the same shall constitute a material breach of the Lease by Tenant, as Tenant's obligation is to perform its obligations under the Lease until its stated expiration date. Provided that the lease is current and in good standing and that there are no defaults therein, the Landlord hereby agrees that this personal guarantee shall terminate after eighteen (18) months from the lease commencement date.

Dated: _____, New York
February __, 2024

SSN:
Address:

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ____ day of February 2024 before me, the undersigned, personally appeared Melissa Marsigliano and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public