

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to **TOWN OF TUSTEN**, a municipality duly organized and existing under and by virtue of the laws of the State of New York, having an address at 210 Bridge Street, P.O. Box 195, Narrowsburg, New York 12764, as Landlord, to enter into the Lease dated January 18, 2023 (the "Lease"), with **AMJR LLC d/b/a Big Eddy Brewing Co.**, a limited liability company duly organized and existing under and by virtue of the laws of the State of New York, having an address at 10 Lake Street, Narrowsburg, New York 12764, as Tenant, the undersigned individuals, **RUSSELL P. MILLER**, having an address at 10 Lake Street, Narrowsburg, New York 12764, **MARSHA L. PLACE**, having an address at 10 Lake Street, Narrowsburg, New York 12764, **JACOB L. JOHNSON**, having an address at 27 Hawthorn Avenue, Warwick, New York 10990, and **ALISON L. KUNKEL**, having an address at 27 Hawthorn Avenue, Warwick, New York 10990, hereby absolutely and unconditionally guarantee to Landlord, its successors and assigns, subject to the time limitations hereinafter set forth, the prompt and full payment of all rent and all other payments to be made by Tenant under the Lease, and the full performance and observance by Tenant of all the other terms, covenants, conditions and agreements therein provided to be performed and observed by Tenant, for all of which the undersigned shall be jointly and severally liable with Tenant. The undersigned hereby waive any notice of nonpayment, nonperformance or nonobservance, or proof of notice or demand. The undersigned agree that in the event of a default by Tenant under the Lease, Landlord may proceed against the undersigned before, after or simultaneously with proceeding against Tenant. This Guaranty shall not be terminated, affected, or impaired in any manner by reason of: (1) the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Tenant; (3) the failure of Landlord to enforce any of its rights against Tenant; or (4) the granting by Landlord of any extensions of time to Tenant. The undersigned further covenants and agrees that: (1) the undersigned shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Tenant thereunder, the same as if the undersigned were named therein as Tenant; and (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not the undersigned shall have knowledge or have been notified of or agreed or consented thereto. If Landlord at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith. In the event the Lease is disaffirmed by a Trustee in Bankruptcy for Tenant, the undersigned agree that they shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new lease, which new lease shall be in form and substance identical to the Lease. All duties and obligations of the undersigned pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York.

The undersigned further agree that, to the extent that Tenant makes a payment or payments to Landlord or Landlord receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise is required to be repaid to Tenant, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Tenant or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. The undersigned shall defend and indemnify Landlord of and from any claim or loss under this paragraph including Landlord's reasonable attorneys' and paralegal fees and expenses and other expenses in the defense of any such action or suit. The undersigned waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Tenant under the Lease or any rights of contribution from any other guarantors of such liabilities.

The obligations of the undersigned shall be limited such that during the first three years of the Term of the Lease as defined in Section 2.1 thereof, Landlord shall not be entitled to recover from the undersigned losses in excess of what has accrued or may accrue during such three-year period. After expiration of such three-year period, Landlord shall not be entitled to recover from the undersigned losses in excess of what has accrued or may accrue during any one-year period during the remainder of the Term of the Lease as defined in Section 2.1 thereof or any Renewal Period as defined in Section 2.2 thereof.

Dated: January 18, 2023

RUSSELL P. MILLER

MARSHA L. PLACE

JACOB L. JOHNSON

ALISON L. KUNKEL

[illegible]

On the _____ day of January in the year 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **RUSSELL P. MILLER**, 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

[illegible]

On the _____ day of January in the year 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **MARSHA L. PLACE**, 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 she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On the _____ day of January in the year 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **JACOB L. JOHNSON**, 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

[illegible]

On the _____ day of January in the year 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **ALISON L. KUNKEL**, 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 she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public