

GUARANTY

GUARANTY dated as of October 17, 2009, by Ivan Cohen, an individual, having a residence at 418 Beach 121st Street, Rockaway Park, New York 11694 ("Guarantor").

RECITALS

A. O.K. Uniform Co., Inc., a _____ corporation ("Tenant") is a party to a lease ("Lease"), with Sabra Associates LLC ("Landlord"), whereby Tenant has leased from Landlord a portion of the ground floor and basement (the "Demised Premises") in the building known as 253 Church Street, New York, New York.

B. Landlord has requested Guarantor to guaranty to Landlord that if Tenant defaults under the Lease, Tenant will vacate the Demised Premises, and to personally guaranty the payment of all rent and additional rent owed by Tenant until Tenant has surrendered the Demised Premises, as provided for herein.

C. Accordingly, Guarantor agrees as follows:

1. Guarantor guarantees to Landlord the payment and performance of Tenant's monetary obligations under and in accordance with the Lease, including, without limitation, the payment of fixed and additional rent (the "Obligations"). This is a guaranty of payment and not only of collection. Guarantor's liability pursuant to this Guaranty shall be limited to the sum of Obligations which accrue up to the date that is the last to occur of: (a) Tenant vacating the Demised Premises; (b) Tenant removing its property from the Demised Premises; (c) Tenant delivering the keys to Landlord and surrendering the Demised Premises in accordance with the Lease; and (d) the expiration of three (3) months after Tenant has given Landlord written notice that it will surrender possession of the Demised Premises. Landlord may, at its option, proceed against Guarantor and Tenant, jointly and severally, or Landlord may proceed against Guarantor under this Guaranty without commencing any suit or proceeding of any kind against Tenant or, without having obtained any judgment against Tenant. Any security deposit under the Lease shall not be credited against amounts payable by Tenant or by Guarantor under this Guaranty.

2. The obligations of Guarantor under this Guaranty are unconditional, are not subject to any set-off or defense based upon any claim Guarantor may have against Landlord, and will remain in full force and effect without regard to any circumstance or condition, including, without limitation: (a) any modification or extension of the Lease (except that the liability of Guarantor hereunder will apply to the Lease as so modified or extended); (b) any exercise or non-exercise by Landlord of any right or remedy in respect of the Lease, or any waiver, consent or other action, or omission, in respect of the Lease; (c) any transfer by Landlord or Tenant in respect of the Lease or any interest in the Demised Premises; (d) any bankruptcy, insolvency, receivership, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding involving or affecting Landlord or Tenant or their obligations, properties or creditors, or any action taken with respect to such obligations or properties or the Lease, by any trustee or receiver of Landlord or Tenant, or by any court, in any such proceeding; (e) any defense to or limitation on the liability or obligations of Tenant under the Lease, or any invalidity or unenforceability, in whole or in part, of any obligation of Tenant under the Lease or of any term of the Lease; or (f) any transfer by Guarantor of any or all of the capital stock of Tenant or the control thereof.

3. Guarantor waives presentment and demand for payment, notice of non-payment or non-performance, and any other notice or demand to which Guarantor might otherwise be entitled.

4. Guarantor will reimburse Landlord for all costs and expenses incurred by Landlord in connection with the enforcement of this Guaranty, including, without limitation, reasonable attorneys' fees.

5. Should Landlord be obligated in any bankruptcy proceeding to repay to Tenant or Guarantor or to any trustee, receiver or other representative of Guarantor any amounts previously paid, then this Guaranty shall be reinstated in the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayment if it in good faith on the advice of counsel believes that such obligation exists.

6. Guarantor and Landlord each waive trial by jury of all issues arising in any action, suit or proceeding to which Landlord and Guarantor may be parties in connection with this Guaranty.

7. Guarantor, at its expense, will execute, acknowledge and deliver all instruments and take all action as Landlord from time to time may request for the assuring to Landlord the full benefits intended to be created by this Guaranty.

8. No delay by Landlord in exercising any right under this Guaranty nor any failure to exercise the same will waive that right or any other right.

9. Any notice or other communication hereunder must be in writing and will be deemed duly served on the date it is mailed by registered or certified mail in any post office station or letter box in the continental United States or via overnight courier service, addressed if to Guarantor, to the address of Guarantor set forth herein or such other address as Guarantor shall have last designated by notice to Landlord, and addressed if to Landlord, to it at c/o Cortlandt Realty Co., 140 Fulton Street, New York, New York 10038 or such other address as Landlord shall have last designated by notice to Guarantor.

10. This Guaranty may not be modified or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord, or their respective successors and assigns.

11. This Guaranty and any issues arising hereunder will be governed by the laws of the State of New York, and Guarantor consents to the jurisdiction of the Courts of the State of New York, concerning all issues arising hereunder.

12. All remedies of Landlord by reason of this Guaranty are separate and cumulative remedies and no one remedy, whether exercised by Landlord or not, will be in exclusion of any other remedy of Landlord and will not limit or prejudice any other legal or equitable remedy which Landlord may have.

13. If any provision of this Guaranty or the application thereof to any person or circumstance will to any extent be held unenforceable, the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held unenforceable, will not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

14. Guarantor represents and warrants to Landlord that:

(A) Guarantor has full power, authority and legal right to cause this Guaranty to be signed and delivered, and to perform and observe the provisions of this Guaranty, including, without limitation, the payment of all moneys hereunder.

(B) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, and is enforceable in accordance with its terms, subject to applicable bankruptcy or other similar laws.

(C) Guarantor, to the best of his/her knowledge, as of the date hereof, is not in violation of any decree, ruling, judgment, order or injunction applicable to it nor any law, ordinance, rule or regulation of whatever nature, nor are there any actions, proceedings or investigations pending or

threatened against or affecting Guarantor (or any basis therefor known to Guarantor) before or by any court, arbitrator, administrative agency or other governmental authority or entity, any of which, if adversely decided, would materially or adversely affect its ability to carry out any of the terms, covenants and conditions of this Guaranty.

(D) No authorization, approval, consent or permission (governmental or otherwise) of any court, agency, commission or other authority or entity is required for the due execution, delivery, performance or observance by Guarantor of this Guaranty or for the payment of any sums hereunder.

(E) Neither the execution and delivery of this Guaranty, nor the consummation of the transactions herein contemplated, nor compliance with the terms and provisions hereof, conflict or will conflict with or result in a breach of any of the terms, conditions or provisions of any order, writ, injunction or decree of any court or governmental authority, or of any agreement or instrument to which Guarantor is a party or by which it is bound, or constitutes or will constitute a default thereunder.

(F) Guarantor is not entitled to immunity from judicial proceedings and agrees that, in the event Landlord brings any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceedings will be claimed by or on behalf of Guarantor.

15. This Guaranty will inure to the benefit of and may be enforced by Landlord and its successors or assigns, and will be binding upon and enforceable against Guarantor and its successors, assigns, heirs and personal representatives. If there is more than one Guarantor, Guarantor's obligations and liabilities under this Guaranty will be joint and several.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty as of the day and year first above written.



Name: IVAN COHEN

125-18-9385

Social Security Number

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, in the year 2009, before me, the undersigned, a Notary Public in and said State, personally appeared IVAN COHEN, 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