

GUARANTEE

_____ (hereinafter referred to as "Guarantor"), hereby agree with _____ (hereinafter referred to as "Landlord") as follows:

1. Consideration. Guarantor has agreed to make and deliver this Guarantee to Landlord in order to induce Landlord to enter into a lease (hereinafter "the Lease"), pursuant to which obligations hereby guarantee have been created. Guarantor hereby acknowledges that it has and will derive a direct financial benefit from Landlord's entering into the lease.

2. Guarantee. Guarantor hereby guarantees the Lease, as originally executed and as thereafter modified or amended, as follows: Guarantor hereby guarantees or undertakes with Landlord that in the event that Tenant shall default in the payment of any sums due and owing to Landlord from Tenant on account of the Lease or in the event that Tenant shall default in the full and faithful performance of Tenant's obligations, undertakings and covenants contained in the Lease, then Guarantor shall pay to Landlord, within ten days of demand, any and all sums so due Landlord and any damages by Landlord on account thereof.

3. Term. Guarantor's obligations and undertakings herein contained shall remain in full force and effect and shall survive termination of the Lease.

4. Rights of Landlord. Without diminishing, releasing or discharging Guarantor's obligations hereunder, Landlord shall have the right to exercise the following powers and rights in Landlord's sole discretion: Landlord may change, alter, cancel, renew, extend, decrease or increase the obligations of Tenant to Landlord. Landlord may add other guarantors or guarantees or procure additional guarantees, release other guarantors or guarantees and apply monies or properties received from Tenant upon debts regardless of whether the same may be guaranteed hereby, otherwise secured, barred by statutes of limitation or discharged other than by payment. Landlord may exercise rights hereunder in the event of Tenant's insolvency, bankruptcy, receivership or assignment for benefit of creditors, in which event all of Tenant's liabilities and indemnities to Landlord shall be satisfied in full before Guarantor shall be entitled to participation in the distribution of Tenant's assets. Landlord may deal with Tenant, Guarantor and any other person liable on the indebtedness, obligations or liabilities to Landlord as Landlord deems advisable.

5. Default of Tenant. Notice of acceptance of this Guarantee and of defaults, breaches, demands, presentments, protest, and amendment to or modification or cancellation of the Lease, and of any other kind is fully waived by Guarantor. Upon default by Tenant on any of its obligations to Landlord, then at Landlord's option, without notice or demand upon Guarantor and without exercising any other right or remedy Landlord may have, Landlord may proceed directly against Guarantor or any other guarantor to enforce Landlord's rights hereunder. Without releasing or affecting Guarantor's rights hereunder, Landlord may enforce any rights it may have against any persons and properties liable.

6. Impairment of Rights. Landlord's rights shall be cumulative and not exclusive. No impairment, limitation or modification of Tenant's liability or obligations or of its trustee or receiver or any such impairment, limitation or modification of Landlord's remedies by virtue of the operation of bankruptcy or similar laws or decisions of any court or courts nor any disaffirmance of the Landlord's obligations under the Lease in such proceedings shall effect Landlord's rights against Guarantor hereunder.

7. Successors and Assigns. The obligations of Guarantor shall inure to the benefit of Landlord's assigns and successors in the interest in the Lease and shall be binding upon Guarantor's heirs, successors and assigns. Reference to Tenant herein included any assignee of or successor to Tenant's interest under the terms of the Lease or any subtenant or any other party who is now or in the future may be a Tenant under the Lease.

8. Costs and Attorney's Fees. Guarantor shall pay all costs, expenses and charges, including all attorney's fee, which landlord may incur in the enforcement of the provisions hereof.

9. Notices. Any notice hereunder may be given to Guarantor by mail addressed to: _____ or such other address as Guarantor shall designate to Landlord in writing.

DATED this _____ day of _____, _____.

GUARANTOR: _____

ACCEPTED BY LANDLORD: _____