

GUARANTY OF SUBLEASE

WHEREAS, _____, hereinafter "Sublessor", and _____, hereinafter "Subsublessee", are about to execute a document entitled "Sublease" dated _____ concerning the premises commonly known as _____, wherein Sublessor will sublease the premises to Subsublessee, and

WHEREAS, _____ hereinafter "Guarantors" have a financial interest in Subsublessee, and

WHEREAS, Sublessor would not execute the Sublease if Guarantors did not execute and deliver to Sublessor this Guarantee of Sublease.

NOW THEREFORE, in consideration of the execution of the foregoing Sublease by Sublessor and as a material inducement to Sublessor to execute said Sublease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Subsublessee of all rents and all other sums payable by Subsublessee under said Sublease and the faithful and prompt performance by Subsublessee of each and every one of the terms, conditions and covenants of said Sublease to be kept and performed by Subsublessee.

It is specifically agreed that the terms of the foregoing Sublease may be modified by agreement between Sublessor and Subsublessee, or by a course of conduct, and said Sublease may be assigned by Sublessor or any assignee of Sublessor without consent or notice to Guarantors and that this Guaranty shall guarantee the performance of said Sublease as so modified.

This Guaranty shall not be resubleased, modified or affected by the failure or delay on the part of Sublessor to enforce any of the rights or remedies of the Sublessor under said Sublease, whether pursuant to the terms thereof or at law or in equity.

No notice of default need be given to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Sublessor may proceed immediately against Subsublessee and/or against Guarantors following any breach or default by Subsublessee or for the enforcement of any rights which Sublessor may have as against Subsublessee under the terms of the Sublease or at law or in equity.

Sublessor shall have the right to proceed against Guarantors, hereunder following any breach or default by Subsublessee without first proceeding against Subsublessee and without previous notice to or demand upon either Subsublessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty. (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Sublease, (d) any right to require the Sublessor to proceed against the Subsublessee or any other Guarantor or any other person or entity liable to Sublessor, (e) any right to require Sublessor to apply to any default any security deposit or other security it may hold under the Sublease, (f) any right to require Sublessor to proceed under any other remedy Sublessor may have before proceeding against Guarantors, (g) any right of subrogation.

Guarantors do hereby subrogate all existing or future indebtedness of Subsublessee to Guarantors to the obligations owed to Sublessor under the Sublease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Subsublessee under the Sublease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors hereunder to do and provide the same.

The term "Sublessor" refers to and means the Sublessor named in the Sublease and also Sublessor's successors and assigns. So long as Sublessor's interest in the Sublease, the subleased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Sublessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Subsublessee" refers to and means the Subsublessee named in the Sublease and also Subsublessee's successors and assigns.

In the event any action be brought by said Sublessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee which shall be fixed by the court.

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by SubsubleaseNow.com, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

Executed at _____

on _____

Address _____

"GUARANTORS"