

Appendix C

SAMPLE "GOOD-GUY" GUARANTEE
(Included in the Lease as an Exhibit)

For it deposit as ask
ONLY COMMERCIAL REAL
GETS TENANT OUT WITHOUT
HAVING OWNER CONSULT PG-
CLAUSE = NEG
ALWAYS IN CRE LEASE

In order to induce the aforesaid Landlord to enter into this Lease and for other valuable considerations, the receipts whereof is hereby acknowledged, _____ (the "Guarantor") hereby makes the following guaranty and agreement with and in favor of Landlord and its respective legal representations and assigns. The following personal guaranty, made for the benefit of the Tenant, is the only provision of the Lease to which the Guarantor is personally liable, unless provided elsewhere in the Lease, as all other provisions, clauses and terms of this Lease are binding upon the Tenant.

The undersigned guarantees to Landlord, its successors and assigns, that he/she shall pay to Landlord all Rent, Additional Rent and all other charges that has accrued under the terms of the Lease, (hereinafter collectively referred to as "Accrued Rent"), to the latest date that Tenant and its assigns and sublessees, if any, shall have completely performed all of the following:

- A. Vacated and surrendered the Premises to Landlord pursuant to the terms of the Lease, and
- B. Delivered the keys to the Premises to Landlord, and
- C. Provided Landlord with 180 days ^{UNLESS} prior notice of the date Tenant shall vacate the Premises.

D. Paid to Landlord all Accrued Rent to and including the date which is the later of (a) the surrender of the premises, or (b) receipt by Landlord of the keys to the Premises.

E. This guarantee is absolute and unconditional and is a guarantee of payment and not of collection. The parties hereto waive all notice of non-payment, non-performance, non-observance or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned expressly waive and expressly agree that the validity of this Agreement, and the obligation of the Guarantors hereto shall in no wise be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the performance of the within Lease. The under-signed further covenants and agrees that this guarantee shall remain and continue in full force and effect, as to any renewal, modification or extension of the Lease and during any period when Tenant is occupying the premises as a "statutory tenant". As a further inducement to Landlord to make this Lease and in consideration thereof, Landlord and the under-signed covenant and Agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this Lease or of this guarantee that Landlord and the undersigned shall and do hereby waive trial by jury. This guaranty shall not be affected by any assignment of the Lease unless Owner has given its approval.

F. This guarantee shall be construed in accordance with the Laws of the State of New York.

G. In the event of assignment of Lease by Tenant with Landlord's consent, this guarantee shall cease upon delivery of an original copy of assignment to Landlord and provided the assignee executes a guarantee the same in form and nature to the instant guarantee.

In witness whereof the undersigned has set his hand this ____ day of _____, 20____.

By: _____
Name: _____

SS#: _____
Address: _____