

GUARANTY

In consideration of and in order to induce _____ (the "Payees" to do the following: _____, the undersigned (the "Guarantor") hereby:

1. Unconditionally and absolutely guarantees to _____, jointly and severally, the full and prompt payment and performance of and of all of its obligations under _____, including reasonable attorneys' fees.

2. Waives (i) presentment, demand, notice of nonpayment, protest and notice of protest and dishonor on the Notes; (ii) notice of acceptance of this Guaranty by Payees; and (iii) notice of the creation or incurrence of the Notes by the Borrower.

3. Agrees that Payees, jointly or severally, may from time to time, without notice to Guarantor, which notice is hereby waived by Guarantor, extend, waive, renew or compromise the Notes, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the liability of Guarantor hereunder, the foregoing acts being hereby consented to by Guarantor.

4. Agrees that this Guaranty shall remain in full force and effect and be binding upon Guarantor until the Notes are paid and performed in full.

5. Agrees that so long as any portion of the Obligation Guaranteed is due and owing or to become due and owing by the Borrower to Payees, the Guarantor shall not, without the prior written consent of Payees, collect or seek to collect from the Borrower the claim, if any, by subrogation or otherwise, acquired by the Guarantor or through payment of any part or all of the Notes.

6. Agrees that the possession of this instrument of guaranty by Payees shall be conclusive evidence of due execution and delivery hereof by Guarantor.

7. Agrees that this Guaranty shall be binding upon the legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of Payees and their successors, assigns and legal representatives.

Dated as of this _____ day of _____, 20_____.

Guarantor

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, this the ___ day of _____, 20_____, by _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
