

**PERSONAL GUARANTEE OF LEASE AGREEMENT**

\_\_\_\_\_ ("Guarantor"), hereby personally guarantees payment and performance of the obligations of \_\_\_\_\_, a Washington \_\_\_\_\_ ("Tenant") to BAR CONSTRUCTION, LLC, a Washington limited liability company ("Landlord") under that certain Lease Agreement made by Landlord and Tenant contemporaneously herewith for the property commonly known as \_\_\_\_\_ in the Pioneer Commercial Center, Ferndale, WA ("Lease Agreement").

Any notice given to Tenant under the Lease Agreement shall also constitute notice to Guarantor. Guarantor agrees that notice of default given to Tenant under the Lease Agreement also constitutes sufficient notice to Guarantors. Guarantor shall remain bound as indicated above, notwithstanding any extensions or renewals or modifications of the Lease Agreement or any part thereof. Consent is hereby given to Landlord to make such renewals, extensions or modifications as it may choose to accept, and to compromise and settle with Tenant and surrender any collateral which it now has or hereafter may have, all without notice to the Guarantor, and without affecting in any way the obligations of the Guarantor to Landlord or any assignees thereof.

Guarantor's liability hereunder shall not be affected by the existence of any security for the Lease Agreement, the failure to perfect or enforce any such security interest, or any other action or circumstance, or lack of action, which might otherwise constitute a legal or equitable defense of a surety or guarantor. This Guarantee is unconditional, and liability of each undersigned Guarantor and Tenant is joint and several. The obligations of each Guarantor shall not be affected by the release of any Co-Guarantor, or settlement with any Co-Guarantor. Default by a Guarantor shall further entitle the Landlord to recover its reasonable attorney's fees, costs and litigation-related expenses, regardless of whether suit is actually commenced, and including all such fees, costs and expenses which may be incurred on account of the bankruptcy or reorganization proceedings of the Tenant or any Guarantor.

Guarantor acknowledges that Guarantor has reviewed the Lease Agreement. Guarantor acknowledges that Guarantor has a direct financial interest in the Tenant, and the Lease Agreement would not have been entered into by Landlord but for this Guarantee, and that this Guarantee is therefore supported by good and adequate consideration. The terms and conditions of the Lease Agreement and all exhibits thereto are incorporated herein by this reference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GUARANTOR:**

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