

## GUARANTY OF LEASE

(This form only to be used for students and persons with no income)

THIS GUARANTY is given as of this [ ] day of [ ], 200[ ], by [ ] (the "Guarantor") in favor of Birch Management, Inc. ("Agent") and [ ] (the "Landlord").

As a material inducement for Agent and Landlord to enter into that certain lease agreement (as the same may be hereinafter modified or amended, the "Lease") with [ ] (hereinafter with its successors and assigns, "Tenant"), of even date herewith, and for other good and valuable consideration, the receipt of which is acknowledged, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Agent and Landlord the full, prompt and complete payment by Tenant of the rent and all other sums payable by Tenant under the Lease and the full, prompt and complete performance by Tenant of all terms, covenants, conditions and provisions in the Lease required to be performed by Tenant.

2. Guarantor hereby waives notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to Tenant, and also waives any demand for or notice of the payment of rent and other sums payable by Tenant under the Lease and the performance of all and singular terms, covenants, conditions and provisions in the Lease required to be performed by Tenant; and Guarantor further expressly hereby waives any legal obligation, duty or necessity for Landlord to proceed first against Tenant or to exhaust any remedy Landlord may have against Tenant, it being agreed that in the event of default or failure of performance in any respect by Tenant under the Lease, Landlord may proceed and have right of action solely against Guarantor or Tenant or jointly against Guarantor and Tenant. Guarantor expressly waives any rights Guarantor may have under N.C.G.S. § 26-7, et seq.

3. Any modification, amendment, change or extension of any of the terms, covenants or conditions of the Lease which Tenant and Landlord and/or Agent may hereafter make, or any forbearance, delay, neglect or failure on the part of Landlord and/or Agent in enforcing any of the terms, covenants conditions or provisions of the Lease shall not in any way affect, impair or discharge Guarantor's unconditional liability hereunder, nor shall Guarantor's liability hereunder be impaired, affected or discharged by any act done or omitted to be done or by any waiver by either Landlord, Agent or Tenant, notwithstanding that Guarantor may not have consented thereto or may not have notice or knowledge hereof.

4. This Guaranty shall continue during the entire term of the Lease and any renewals or extensions thereof and until Tenant has fully discharged all its obligations thereunder, and that this Guaranty shall not be diminished by any payment of rent or performance of the terms, covenants or conditions of the Lease by Landlord, by Agent, by Tenant or by Guarantor.

5. Guarantor expressly agrees that Guarantor's obligations hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to

Tenant or by reason of the assertion against Tenant of any of the rights or remedies reserved to Landlord or Agent pursuant to the provisions of the Lease or by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise, the undersigned hereby waiving all suretyship defenses. The terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute regarding reorganization or insolvency.

6. Guarantor agrees that Guarantor's liability hereunder shall be primary, and that in any right of action which shall accrue to Landlord or Agent under the Lease, Landlord and/or Agent, in addition to their rights and remedies stated above, may proceed against Guarantor without having commenced any action against or having obtained any judgment against Tenant. This is a guaranty of payment and performance and not of collection.

7. It is agreed that the failure of Landlord or Agent to insist in any one or more instances upon strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord or Agent of rent or other payments with acknowledgment of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

8. No assignment, subleasing or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of Guarantor, whether or not Guarantor shall have received any notice of or consented to such assignment or other transfer of the Lease or any interest therein.

9. Should any action at law or in equity be brought to enforce the provisions of this Guaranty or the rights of Landlord or Agent under the Lease or under this Guaranty, Landlord and/or Agent, as applicable, shall be entitled to receive any costs and expenses incurred with respect to such action, including reasonable attorney's fees, in the event Landlord and/or Agent prevails in such action.

10. In addition to the foregoing, Guarantor warrants that Tenant is over the age of 18 years and acknowledges that this Guaranty is given as additional consideration for the execution of the Lease by Landlord and/or Agent.

11. If at any time more than one person or entity shall be responsible in any capacity for the payment of rent and other charges and for the performance of the covenants and conditions of the Lease to be performed by Tenant, the obligations of Guarantor and all such other persons or entities shall be joint and several. This Guaranty or any of the provisions hereof cannot be modified, waived or terminated unless in a writing signed by Landlord or Agent and Guarantor. All obligations and liabilities of Guarantor pursuant to this Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor. This Guaranty shall be governed by and construed in accordance with the applicable laws of the state of North

Carolina (excluding conflict-of-laws principles). Venue of any and all actions arising in connection with this Guaranty shall reside in Guilford County, North Carolina, or the county in which the real property the subject of the Lease is located.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty by hand and under seal as of the day and year first above written.

GUARANTOR:

\_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_

\_\_\_\_\_ County, \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

\_\_\_\_\_ name(s) of principal(s).

Date: \_\_\_\_\_, 20\_\_\_\_\_

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_, Notary Public  
*Printed or typed name*

My commission expires: \_\_\_\_\_