**GOOD GUY GUARANTY**

Dated: {{ lease\_date }}

In consideration of the Lease dated {{ lease\_date }} (the "**Lease**"), between {{ landlord\_entity }} ("**Landlord**") and {{ tenant\_entity }} d/b/a {{ tenant\_dba }} ("**Tenant**"), with respect to the commercial space known as {{ unit\_number }} located in the building known as {{ building\_c\_address }} (the "**Demised Premises**"), the undersigned (sometimes hereinafter collectively called "**Guarantor**") does hereby, on behalf of himself and his heirs, executors and administrators and successors and assigns, unconditionally guarantee to Landlord and its executors, administrators, heirs and successors and assigns the full and timely payment, performance and observance of, and compliance with all of Tenant's obligations under the Lease, including, without limitation, the full and prompt payment of all fixed annual rent, Additional Rent and all other charges and sums due and payable by Tenant under the Lease (including, without limitation, Landlord's reasonable attorneys' fees and disbursements) (collectively, the "**Obligations**") through and including the date that Tenant and its assigns and sublessee, if any, shall have completely performed all of the following: (i) provide written notice to Landlord (pursuant to the notice requirements in the Lease) of Tenant’s intention to vacate and surrender the Demised Premises to Landlord no less than six (6) months prior to the date Tenant actually vacates and surrenders the Demised Premises; (ii) vacated and surrendered the Demised Premises to the Landlord pursuant to the terms of the Lease; (iii) delivered the keys to the Demised Premises to Landlord; (iv) repaid to Landlord any free rent or rent concession credit received by Tenant pursuant to the Lease; (v) repaid to Landlord any brokerage commissions paid by Landlord with respect to the Lease, and (vi) paid to Landlord all Obligations to and including the date which is the later of (x) the actual receipt by Landlord of the Obligations, (y) the surrender of the Demised Premises, or (z) receipt by Landlord of the keys to the Demised Premises. The undersigned waives any notice of nonpayment, non-performance, non-observance, or non-compliance, or proof, notice, or demand whereby to charge the undersigned. The undersigned hereby further expressly covenants and agrees that the obligation of the undersigned hereunder shall in no way be terminated or otherwise affected or impaired by reason of any assertion by Landlord against Tenant of any of the rights or remedies available to Landlord pursuant to the Lease or allowed at law or in equity.

Guarantor further agrees to save Landlord harmless and to indemnify Landlord against any liabilities, costs, and expenses, including reasonable attorneys' fees, disbursements and court costs, incurred by Landlord (i) if Tenant fails to discharge any mechanic's liens within the time period required by the Lease, including any sums spent by Landlord to cause the removal of such lien(s) or to otherwise exercise its rights under the Lease; (ii) in connection with any violation filed or issued against the real property in which the Premises are located, arising from Tenant’s failure to comply with applicable laws; (iii) in connection with Tenant’s failure to vacate the Premises on the Vacate Date after notifying Landlord of Tenant’s intention to vacate the Premises on the Vacate Date; and (iv) to enforce Guarantor’s obligations under this Guaranty, including a legal proceeding against Guarantor.

This Guaranty is an absolute and unconditional guaranty of payment and performance. The undersigned hereby covenants and agrees to and with Landlord and its successors and assigns, that the undersigned may be joined in any action or proceeding against Tenant in connection with the Obligations, and that recovery may be had against the undersigned in such action or proceeding or in any independent action or proceeding against the undersigned without Landlord or its successors or assigns first pursuing or exhausting any remedy or claim against Tenant or its heirs, executors, administrators, successors or assigns or any other remedy or claim under any other security for, or guaranty of, the obligations of Tenant under the Lease.

Landlord is not required to resort to any security deposit or other collateral it may hold and is not required to pursue any remedies it may have against the Tenant. No application of any security held by Landlord shall be credited, offset or applied against any liability of Guarantor under this Guaranty. Nothing contained in this Guaranty shall be deemed to affect or limit any of Landlord’s remedies against Tenant under the Lease or the law.

This Guaranty shall be a continuing guaranty, and shall survive the expiration date or earlier termination of the Lease. The undersigned further covenants and agrees that this Guaranty shall not be affected or impaired by, and shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease and as to any assignment or subletting and shall cover, apply to and incorporate all of the terms, covenants and conditions of all such renewals, modifications, extensions, assignments and sublettings without need of any notice to or consent of the undersigned.

In the event that Guarantor is more than one party, the obligations of said parties shall be joint and several. This Guaranty cannot be modified, waived or terminated unless such modification, waiver or termination is in writing, signed by Landlord.

As a further inducement to Landlord to make and enter into the Lease, Guarantor covenants and agrees that (i) in any action or proceeding brought in respect of this Guaranty, the undersigned hereby waives trial by jury, (ii) the Supreme Court of the State of New York of the County of New York (or, in a case involving diversity of citizenship, the United States District Court for the Southern District of New York) shall have jurisdiction of any action or proceeding and (iii) service of any summons and complaint or other process in any such action or proceeding may be made by certified mail directed to the undersigned at the address below set forth, personal service being hereby waived. This Guaranty shall be enforced and construed in accordance with the laws of the State of New York and shall be binding upon and inure to the benefit of Landlord and the undersigned and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the undersigned has executed this Guaranty as of the date first above written.

{{guarantor\_signatures}}