

600 East Main Street, Suite H - Radford, VA 24141

Ph: 540.639.3027 - Fax: 540.639.4155

PWREALTY@SWVA.NET - WWW.PRICEWILLIAMSREALTY.COM

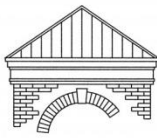
PRICE · WILLIAMS

Builders · Developers · Property Managers

(This is a legally binding document. If not understood, you should seek competent legal advise before signing)

THIS GUARANTY OF LEASE (“Guaranty”), is made as of _____, 20____, by _____ (the “Guarantor”), on behalf of _____ (the “Tenant”), in favor of _____ (the “Landlord”), whose address is 600 East Main Street, Suite H, Radford, Virginia 24141.

1. The "Lease" shall mean that certain lease (the “Lease”) dated _____, 20____, by and between Landlord, Tenant(s) and Agent, for the leased premises located at _____ (the “Leased Premises”) and all extensions, addendums, renewals, amendments, supplements or modifications thereto, including but not limited to the Policy & Procedures Handbook.
2. The Guarantor is hereby made party to the Lease for the express purpose of co-signing and guaranteeing the obligations of the aforesaid Tenant under the Lease. The Guarantor is entering into the Guaranty on behalf of the aforesaid Tenant **only**, with whom Landlord would not enter the Lease, if Guarantor did not execute the Guaranty.
3. In consideration of the execution of the Lease by Landlord, and as a material inducement to Landlord to execute the Lease, Guarantor, by the execution of this Guaranty does hereby jointly, severally, unconditionally and irrevocably guarantee the prompt and timely payment by the aforesaid Tenant of all rental payments and all other sums due and payable by the Tenant to Landlord, under the Lease, and the full and faithful performance by the Tenant of each and every one of the terms and conditions of the said Lease.
4. It is expressly agreed and understood that the terms of the Lease may be altered, affected, modified or changed by agreement(s), by and between the Landlord and the Tenant, or by course of conduct, and the Lease may be subleased in accordance therewith, without the consent or notice to Guarantor; and that this Guaranty shall thereupon and thereafter guarantee the performance of the Lease as so modified, changed, altered, or subleased.
5. The Guaranty shall not be released, modified, or affected by failure or delay on the part of the Landlord and/or the Agent to enforce any of the rights or remedies of the Landlord under the Lease, whether pursuant to the terms and conditions thereof, or at law or in equity.
6. No notice, written or otherwise, need be given to Guarantor, it being specifically agreed and understood that the guarantee of the Guarantor is a continuing guarantee under which the Landlord may proceed forthwith and immediately against Tenant or against Guarantor, without proceeding against the Tenant first, following any breach, material non-compliance under law, or default by Tenant; or for the enforcement of any rights or



PRICE • WILLIAMS

Builders Developers Property Managers

600 East Main Street, Suite H - Radford, VA 24141

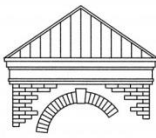
Ph: 540.639.3027 - Fax: 540.639.4155

PWREALTY@SWVA.NET - WWW.PRICEWILLIAMSREALTY.COM

remedies which the Landlord may have against Tenant, pursuant to, or under the terms and conditions of the Lease, the Virginia Residential Landlord and Tenant Act, or otherwise at law or in equity.

7. Service of process on any civil action brought by the Landlord against the Guarantor, either by way of warrant in debt, unlawful detainer, or otherwise shall be made at the address: _____, which address is located in the City/County of _____, and if service of process cannot be so obtained, the Landlord shall have same issued to be served at the Leased Premises address of the Tenant.
8. The Guarantor agrees and understands that the Lease and this Guaranty has been entered into on the part of the Landlord and/or the Agent based upon representations contained in this Guaranty. If any of the information is found to be misleading, incorrect or untrue, Landlord and/or Agent may immediately terminate the Lease, in its entirety, and notify Tenant to vacate the Leased Premises.
9. Guarantor by the execution of the Guaranty, does hereby acknowledge receipt of a complete copy of the said Lease, of which this Guaranty is a part.
10. In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or proceeding, including reasonable attorneys' fees. This Guaranty shall be binding upon Guarantor, the Guarantor's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be interpreted under and enforced according to the laws of the Commonwealth of Virginia.
11. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



PRICE • WILLIAMS

Builders • Developers • Property Managers

600 East Main Street, Suite H - Radford, VA 24141
Ph: 540.639.3027 - Fax: 540.639.4155
PWREALTY@SWVA.NET - WWW.PRICEWILLIAMSREALTY.COM

Guarantor Information:

Printed Name: _____
SSN: _____
Street Address: _____
Mailing Address: _____
Email Address: _____
Home Number: _____; Cell Number: _____
Place of Employment: _____
Employer Address: _____
Employer Phone Number: _____

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed this ____ day of _____, 20__.

_____(SEAL)
Guarantor's signature

STATE OF _____
CITY/COUNTY OF _____, to-wit:

Sworn to and subscribed before me this ____ day of _____, 20__, by _____.

My Commission Expires: _____
Notary Registration Number: _____

[LEGIBLE SEAL AFFIXED HERETO]

Notary Public