

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made as of the ____ day of _____, _____ by the undersigned [INSERT NAME OF GUARANTOR] ("Guarantor") to and for the benefit of [INSERT NAME OF LANDLORD] ("Landlord").

RECITALS:

- A. Landlord, as landlord, and [INSERT NAME OF TENANT] ("Tenant"), as tenant, have entered into, or are about to enter into, a certain lease dated the ____ day of _____, _____ pursuant to which Tenant leases or will lease from Landlord certain premises located at _____ [insert address], [name of city], Colorado, all as more particularly described in the said lease (said lease, as heretofore or hereafter supplemented, amended, restated, renewed, extended, replaced or modified, is hereinafter referred to as the "Lease"). All capitalized terms which are not expressly defined in this Guaranty shall have the same meanings herein as are ascribed to such terms in the Lease.
- B. As a condition to its execution and performance of the Lease, Landlord requires that Guarantor execute and deliver this Guaranty of all obligations of Tenant arising and all sums due by Tenant under the Lease. The execution and delivery of this Guaranty by Guarantor is a material inducement to Landlord for the execution and performance of the Lease.
- C. Guarantor is a _____ [describe the relationship between Guarantor and Tenant] of Tenant and, having a financial interest in Tenant, will be benefited by the Lease. Accordingly, Guarantor has agreed to execute, deliver and perform this Guaranty.

NOW THEREFORE, in consideration of the foregoing, and in consideration of Landlord executing and performing its obligations under the Lease and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Guarantor hereby unconditionally and absolutely guarantees to Landlord the full and faithful performance and observance of each and all of the terms, covenants and conditions of the Lease to be observed and performed by Tenant, including without being limited to the full and prompt payment when due, whether upon acceleration or otherwise, and at all times thereafter, of any and all rent, additional rent, late fees, rent adjustments, payments in respect of real estate taxes, assessments, governmental charges, premiums for insurance policies, amounts required to discharge mechanics' liens and claims therefor, and any other sums which may now be or hereafter become due by Tenant under the Lease.

Guarantor further agrees as follows:

- 1. *[if one or more Guarantors are corporations, include:* Guarantor represents and warrants to Landlord that:
 - (a) The financial information provided to Landlord by Tenant and Guarantor is accurate for the periods shown and there has been no material adverse change since such dates in either Tenant or Guarantor.
 - (b) Guarantor are corporations duly organized under the laws of the State of Colorado, in good standing, and has full power and authority to make and deliver this Guaranty.
 - (c) The execution, delivery, and performance of this Guaranty by Guarantor is duly authorized by all necessary actions and does not violate the provisions of any applicable laws, organizational and operating document or any agreement binding on it.
 - (d) This Guaranty has been duly executed and delivered by an authorized signing officer of Guarantor and constitutes a legally enforceable document.
- 2. Guarantor jointly and severally unconditionally and irrevocably guarantees the prompt and faithful performance of all provisions of the Lease by Tenant and any assignee of Tenant, including, but not limited to, payment of all rent and other sums due Landlord. Guarantor waives each and every notice

to which Guarantor may be entitled under the Lease, or otherwise, and consents to any extension of time, leniency, waiver, forbearance, or any amendment which may be made in the Lease, and no amendment, waiver, or forbearance will release Guarantor from any liability or obligation hereby guaranteed. Guarantor further waives any notice of default under the Lease, and notice of acceptance of this Guaranty. Guarantor shall have the same right to cure Tenant's default afforded Tenant in the Lease during any cure period granted Tenant.

3. This Guaranty shall be a continuing guaranty in favor of Landlord. The liability of Guarantor is not affected by, and Guarantor expressly waives any defenses by reason of, (a) the release or discharge of Tenant in any bankruptcy or other proceedings; (b) the limitation or cessation of the liability of Tenant; (c) the rejection or disaffirmance of the Lease in any proceeding; (d) or (e) any disability or other defense of Tenant.

THIS IS A 4-PAGE FORM.