GUARANTY OF LEASE

State of North Carolina)
County of)

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], North Carolina, 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, for and in consideration of the Lease, and as an inducement to Landlord to enter into the same, the Guarantor for itself and its heirs, successors and assigns, guarantees the full and punctual payment of all base rent, additional rent, and any and all other sums payable to Tenant to Landlord under the Lease, when and as the same shall be due and payable under the terms of the Lease, and guarantees to Landlord the due and punctual performance by Tenant of each and every term, covenant and condition contained in the Lease to be observed or performed by the Tenant thereunder; and in the event Tenant shall default in the payment or performance of the Lease, Guarantor hereby agrees immediately upon Landlord's request to pay the sums due Landlord or to perform the defaulted or breached term, covenant or condition of the Lease and to pay all expenses and costs (including, but not limited to, legal costs and reasonable attorneys' fees) paid or incurred by Landlord in enforcing the obligations of the Guarantor under this Guaranty.

Guarantor hereby consents and agrees that Landlord at any time, and from time to time, without notice to or further consent from Guarantor, and without releasing, discharging, modifying or otherwise affecting the obligations and liabilities of Guarantor in any manner, either with or without consideration, may upon notice to Guarantor, grant releases, compromises, waivers of compliance and other indulgences with respect to the Lease and this Guaranty to any persons or entities now or hereafter liable thereunder or hereunder, release any Guarantor or any other obligor under the Lease or this Guaranty, all without affecting the obligations and liabilities of Guarantor hereunder.

The obligations of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any rights or remedies against Tenant or any other person, not against securities or lien rights available to Landlord. Guarantor waives any right to require that an action be brought against Tenant or any other person or entity or to require that resort be had to any security prior to demand on Guarantor hereunder being made or prior to enforcement of the Guaranty. In the event of default under the Lease, Landlord shall have the right to enforce its rights, powers and remedies thereunder or hereunder in any other, or not at all, and all powers and remedies available to Landlord in such event shall be nonexclusive and cumulative of all other rights, powers and remedies provided under the Lease or hereunder or by law, in equity, or contract.