

GUARANTY OF LEASE [WI]

THIS GUARANTY OF LEASE (this "Guaranty") is made and entered into effective as of _____, 20_____ by _____ (the "Guarantor"), to and for the benefit of The Equity Group, Inc. ("Landlord") regarding that certain Lease (the "Lease") dated _____, 20 _____, pursuant to which _____ ("Tenant") is leasing from Landlord the premises commonly known as _____ (the "Leased Premises").

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned induce Landlord to enter into the Lease and intending to be legally bound agrees as follows:

The undersigned hereby absolutely and unconditionally guaranties to Landlord and its successors and assigns, the prompt and full payment of all rent, and all other sums to be paid by Tenant under the Lease, and the punctual and full performance and observance of all the other terms, covenants, conditions, and agreements of the Lease for which the undersigned shall be jointly and severally liable with Tenant and with any other guarantors of any of Tenant's obligations under the Lease. The undersigned agrees that if an event of default occurs under the Lease, Landlord may proceed directly against and recover from the undersigned before, after, simultaneously with, or without proceeding against Tenant or any other guarantors.

This Guaranty is of a continuing nature and shall remain in full force and effect until all the terms, covenants, conditions, and agreements contained in the Lease are fully performed and observed.

The undersigned hereby waives:

- a. Notice of the acceptance of this Guaranty;
- b. Notice of any event of default under the Lease;
- c. Opportunity to cure any event of default;
- d. Proof of notice or demand to Tenant relating to any event of default.

The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by:

- a. Any changes, modifications, or amendments to the Lease;
- b. Any extension, or renewal of the term of the Lease, or expansion of the Leased Premises; or
- c. Landlord's waiver of any terms, covenants, conditions, or agreements of the Lease, all of which may be done without notice to, or the consent of, the undersigned.

The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by reason of:

- a. The assertion by Landlord against Tenant of any of the rights or remedies available to Landlord under the Lease;
- b. The release or discharge of Tenant from any of Tenant's obligations under the Lease by operation of any bankruptcy, insolvency, or similar law or the actual or purported rejection of the Lease by a trustee in bankruptcy on behalf of Tenant;
- c. The failure of Landlord to exhaust or pursue any of its rights or remedies available against Tenant or any other guarantor;
- d. The granting by Landlord of any indulgences or extensions of time to Tenant;
- e. Landlord's release or discharge of any other guarantor; or
- f. Landlord's receipt, application, release, or impairment of any security or collateral given to secure the performance and observance of the terms and covenants of the Lease.

If Landlord takes any action or participates in any proceeding to enforce the Lease, this Guaranty, or to protect Landlord's rights hereunder or thereunder (including, but not limited to, bankruptcy, appellate, and post judgment proceedings), the undersigned shall pay to Landlord all costs and expenses incurred or expended by Landlord in connection therewith.

The benefits of this Guaranty shall inure to the successors and assigns of Landlord and shall be binding upon the successors, assigns, and legal and personal representatives of the undersigned. For purposes of this Guaranty, the word "Tenant" shall also include the successors and assigns of Tenant. This paragraph shall not affect the restrictions relating to assignments and subletting by Tenant as set out in the Lease.

This Guaranty shall be governed by and construed in accordance with the laws of the state of Wisconsin, without reference to any principals of conflict of laws. Venue for all actions or proceedings relating to or arising out of this Guaranty shall be in the county most convenient to the Owner under law.

If any provision (or portion or application of any provision) of this Guaranty is found to be invalid or inconsistent with applicable law then that provision (or the smallest portion or narrowest application of that provision that can be removed to render the provision valid) shall be severed from this Guaranty and the remainder of this Guaranty and the application of that provision to all circumstances where its application is valid shall not be affected thereby and shall continue in full force and effect.

This Guaranty may not be amended, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Landlord.

Guarantor hereby agrees to promptly supply Landlord with such financial information as may be reasonably requested by Landlord from time to time.

IN WITNESS WHEREOF, this Guaranty is executed and effective as of the date of the lease.

GUARANTOR:

Signature of Guarantor Date

Printed Name of Guarantor: _____

Street Address of Guarantor: _____

Phone Number of Guarantor: _____

Relationship of Guarantor to Applicant: _____

GUARANTY OF LEASE [IL]

THIS GUARANTY OF LEASE (this "Guaranty") is made and entered into effective as of _____, 20____ by _____ (the "Guarantor"), to and for the benefit of The Equity Group, Inc. ("Landlord") regarding that certain Lease (the "Lease") dated _____, 20____, pursuant to which _____ ("Tenant") is leasing from Landlord the premises commonly known as _____ (the "Leased Premises").

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned to induce Landlord to enter into the Lease and intending to be legally bound agrees as follows:

The undersigned hereby absolutely and unconditionally guaranties to Landlord and its successors and assigns, the prompt and full payment of all rent, and all other sums to be paid by Tenant under the Lease, and the punctual and full performance and observance of all the other terms, covenants, conditions, and agreements of the Lease for which the undersigned shall be jointly and severally liable with Tenant and with any other guarantors of any of Tenant's obligations under the Lease. The undersigned agrees that if an event of default occurs under the Lease, Landlord may proceed directly against and recover from the undersigned before, after, simultaneously with, or without proceeding against Tenant or any other guarantors.

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The undersigned hereby waives:

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- b. Notice of any event of default under the Lease;
- c. Opportunity to cure any event of default;
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The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by:

- a. Any changes, modifications, or amendments to the Lease;
- b. Any extension, or renewal of the term of the Lease, or expansion of the Leased Premises; or
- c. Landlord's waiver of any terms, covenants, conditions, or agreements of the Lease, all of which may be done without notice to, or the consent of, the undersigned.

The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by reason of:

- a. The assertion by Landlord against Tenant of any of the rights or remedies available to Landlord under the Lease;
- b. The release or discharge of Tenant from any of Tenant's obligations under the Lease by operation of any bankruptcy, insolvency, or similar law or the actual or purported rejection of the Lease by a trustee in bankruptcy on behalf of Tenant;
- c. The failure of Landlord to exhaust or pursue any of its rights or remedies available against Tenant or any other guarantor;
- d. The granting by Landlord of any indulgences or extensions of time to Tenant;
- e. Landlord's release or discharge of any other guarantor; or
- f. Landlord's receipt, application, release, or impairment of any security or collateral given to secure the performance and observance of the terms and covenants of the Lease.

If Landlord takes any action or participates in any proceeding to enforce the Lease, this Guaranty, or to protect Landlord's rights hereunder or thereunder (including, but not limited to, bankruptcy, appellate, and post judgment proceedings), the undersigned shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

The benefits of this Guaranty shall inure to the successors and assigns of Landlord and shall be binding upon the successors, assigns, and legal and personal representatives of the undersigned. For purposes of this Guaranty, the word "Tenant" shall also include the successors and assigns of Tenant. This paragraph shall not affect the restrictions relating to assignments and subletting by Tenant as set out in the Lease.

This Guaranty shall be governed by and construed in accordance with the laws of the state of Illinois, without reference to any principals of conflict of laws. Venue for all actions or proceedings relating to or arising out of this Guaranty shall be in Winnebago county.

If any provision (or portion or application of any provision) of this Guaranty is found to be invalid or inconsistent with applicable law then that provision (or the smallest portion or narrowest application of that provision that can be removed to render the provision valid) shall be severed from this Guaranty and the remainder of this Guaranty and the application of that provision to all circumstances where its application is valid shall not be affected thereby and shall continue in full force and effect.

This Guaranty may not be amended, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Landlord.

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GUARANTOR:

Signature of Guarantor Date

Printed Name of Guarantor: _____

Street Address of Guarantor: _____

Phone Number of Guarantor: _____

Relationship of Guarantor to Applicant: _____