

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

GUARANTY OF NOTE

GUARANTY, given by _____,
having an address of _____,
("Guarantor"), to _____, having an
address of _____, ("Lender").

WITNESSETH:

WHEREAS, concurrently herewith the Lender is loaning the sum of \$ _____ as
evidenced by a Promissory Note executed by _____,
having an address of _____,
("Maker"), of even date herewith made by Maker to Lender (the "Note"); and

WHEREAS, in order to induce the Lender to make said loan, the Guarantor has agreed to give the
Guaranty of the payment of the Note.

NOW THEREFORE, in consideration of Ten Dollars, and other valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Guarantor does hereby unconditionally guaranty to the Lender the due and punctual
payment of all principal and interest evidenced by the Note and all extensions, renewals or refinancing
thereof, whenever due and payable, and all expenses of collection of the Note and of enforcement of
the Guaranty, including reasonable attorneys' fees (collectively referred to herein as the "Obligations").

2. This Guaranty is irrevocable, continuing, indivisible and unconditional and, except as
otherwise provided herein, may be proceeded upon immediately after failure by the Maker to pay any
of the Obligations, without any prior action or proceeding against the Maker. The Guarantor hereby
consents to and waives notice of the following, none of which shall affect, change or discharge the
liability of the Guarantor hereunder: (a) any change in the terms of any agreement between the Maker
and the Lender, and (b) the acceptance, alteration, release or substitution by the Lender of any security
for the Obligations, whether provided by the Guarantor or any other person.

3. The Guarantor hereby expressly waives the following: (a) acceptance and notice of acceptance
of the Guaranty by Lender; (b) notice of extension of time of the payment of, or renewal or alteration of
the terms and conditions of, any Obligations; (c) notice of any demand for payment, notice of default or
nonpayment as to any Obligations; (d) all other notices to which the Guarantor might otherwise be
entitled in connection with the Guaranty or the Obligations of the Maker hereby guaranteed; and (e)
trial by jury and the right thereto in any action or proceeding of any kind or nature, arising on, under or
by reason of, or relating in any way to, the Guaranty or the Obligations.

4. The Guarantor has not and will not set up or claim any defense, counterclaim, setoff or other
objection of any kind to the suit, action or proceeding at law, in equity, or otherwise, or to any demand
or claim that may be instituted or made under and by virtue of the Guaranty. All remedies of the
Lender by reason of or under the Guaranty are separate and cumulative remedies, and it is agreed that
no one of such remedies shall be deemed in exclusion of any other remedies available to the Lender.

5. The Guarantor represents and warrants that the Guarantor has full power and authority to
execute, deliver and perform this Guaranty, and that neither the execution, delivery nor performance of
the Guaranty will violate any law or regulation, or any order or decree of any court or governmental
authority, or will conflict with, or result in the breach of, or constitute a default under, any agreement or
other instrument to which the Guarantor is a party or by which Guarantor may be bound, or will result
in the creation or imposition of any lien, claim or encumbrance upon and property of Guarantor.

6. This Guaranty may not be changed or terminated orally.

7. This Guaranty shall be construed in accordance with, and governed by, the laws of the State of
New York. No invalidity, irregularity, illegality or unenforceability of any obligation shall affect,
impair or be a defense to the enforceability of the Guaranty.

8. The Guaranty shall be binding upon and insure to the benefit of the parties hereto and their
respective heirs, executors, administrators, successors and assigns.

9. Guarantor hereby represents that (s)he has not been known by any other names, married or single, during the past ten years except:

10. Guarantor further represents that there are no judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Fire Liens, Transit Adjudication Liens, or any other liens against your him/her in any jurisdiction and that (s)he is not a defendant in any pending litigation and has no knowledge or notice of any lawsuit not yet commenced as of the date hereof.

11. Guarantor represents that (s)he resides at: _____ and that his/her Social Security Number is: _____ . His/her date of birth is: _____

IN WITNESS WHEREOF, the Guarantor has given and executed the Guaranty the _____ day of _____, in the year _____ .

IN THE PRESENCE OF:

, Subscribing Witness

UNIFORM ACKNOWLEDGEMENT

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Stamp/Seal)

Notary Signature: _____

ACKNOWLEDGEMENT OF SUBSCRIBING WITNESS

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and fore said State, personally appeared

_____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

(Notary Stamp/Seal)

Notary Signature: _____

GUARANTY OF NOTE

DISTRIBUTED BY



RECORD AND RETURN

Title Agency, Inc.

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