

GUARANTOR AMENDMENT

1. **THE PARTIES.** This Guarantor Lease Amendment (“Guaranty”) made this _____, is by and between:

Landlord: _____ (“Landlord”) and

Tenant: _____ (“Tenant”) and

Guarantor: _____, with a mailing address of _____ (“Guarantor”).

The Landlord, Tenant, and Guarantor are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **EXISTING LEASE.** The Parties agree to amend a lease signed by both the Landlord and Tenant on _____, for the property located at _____ (“Existing Lease”) by allowing the Guarantor to cosign with the Tenant.

In consideration of and for the granting, execution, and delivery of this Guaranty of the Existing Lease, and as a material inducement to the Landlord to agree to amending the Existing Lease, the Guarantor hereby unconditionally guarantees the full and faithful observance and performance of all the terms and provisions in connection with the Existing Lease by the Tenant, including, but not limited to, the payment of all installments of rent and other payments required to be made by the Tenant, and all other terms, covenants, and conditions in the Existing Lease contained which on the part of the Tenant are or ought to be observed and performed.

3. **ACCEPTANCE.** The Guarantor accepts all responsibilities, obligations, and liabilities mentioned in the Existing Lease in addition to and on behalf of the Tenant. This shall include any liability including, but not limited to, rent, property damage, or any other legal or financial obligation to fulfill the terms of the Existing Lease.

4. **ADDITIONAL OBLIGATIONS.** The Parties agree to the following:

- a) Collection. The Landlord agrees to first attempt collection from the Tenant for any financial matter or judgment, and only after seeking all financial and legal remedies available, to attempt collection from the Guarantor.
- b) Tenant’s Default. If at any time a default is made by the Tenant in the performance or observance of any of the terms, covenants, or conditions in the Existing Lease contained on the Tenant’s part to be kept, performed, or observed, the Guarantor will keep, perform, and observe the same, as the case may be, in replacement of the Tenant.
- c) No Affect. The liability of the Guarantor hereunder shall in no way be affected by (i) the release or discharge of the Tenant in any creditor’s receivership, bankruptcy, or other proceedings; (ii) the impairment, limitation, or modification of the liability of the

Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of the Tenant's said liability under the Existing Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute or from the decision in any court; (iii) the rejection or disaffirmance of the Existing Lease in any such proceedings; (iv) the assignment or transfer of the Existing Lease by the Tenant; (v) any disability or other defense of the Tenant; (vi) the cessation from any cause whatsoever of the liability of the Tenant; or (vii) the assignment or transfer of the Landlord's interest in the Existing Lease.

- d) Full Performance. Until all the covenants and conditions in the Existing Lease on the Tenant's part to be performed and observed are fully performed and observed, the Guarantor (i) shall have no right of subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder; (ii) waives any right to enforce any remedy which the Guarantor now or hereafter shall have against the Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of the Guarantor hereunder; and (iii) subordinates any liability or indebtedness of the Tenant now or hereafter held by the Guarantor to the obligations of the Tenant to the Landlord under the Existing Lease.
- e) Extensions. This Guaranty shall apply to the Existing Lease, any extension or renewal thereof, and to any holdover term following the term hereby granted or any extension or renewal thereof.
- f) Attorney's Fees. The Guarantor promises and agrees to pay the Landlord all costs and expenses, including reasonable attorney's fees, incurred in enforcing the obligations of the Tenant under the Existing Lease and in enforcing the terms of this Guaranty.
- g) Successors. This Guaranty shall inure to the benefit of and be binding upon the successors and assigns of the Landlord and upon the successors and/or heirs, legal representatives, and permitted assigns of the Guarantor to the same extent as said Guaranty inures to the benefit of and is binding upon the Landlord and Guarantor, respectively. In any case where there shall be more than one Guarantor, each Guarantor shall be jointly and severally liable hereunder.

5. **EXECUTION**. This Guaranty may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the date first written above.

Guarantor's Signature: _____ **Date:** _____

Print Name: _____