GUARANTEE OF LEASE

This Guarantee of Lease (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Landlord"), a company organised and and enduring by the rulings of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPANY REGISTERED ADDRESS]

**AND: [NAME]** (the "Guarantor"), an individual with his main address located at OR a company organised and and enduring by the rulings of the [STATE/PROVINCE] of [COUNTRY], with the main office located at:

 [FULL ADDRESS]

**RECITALS**

With reference to that certain Lease herewith, dated [DATE], by and between the Landlord and the Tenant, with respect to certain premises;

As a material inducement to, and in consideration of, the Landlord entering into the Lease, the Guarantor does hereby agree as follows:

1. **GUARANTEE**

The Guarantor does hereby unconditionally guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for, the payment of rent by the Tenant for [NUMBER] months starting [DATE] through [DATE].

1. **MODIFICATIONS AND AMENDMENTS**

The Lease may be amended or modified, and further agreements may be entered into between the Tenant and the Landlord, without further authorisation from or notice to the Guarantor and no such action shall terminate, release, reduce, diminish or in any way affect any of the obligations of the Guarantor hereunder or give the Guarantor recourse or defence against the Landlord.

The Landlord may alter, compromise, accelerate, extend or change the time or manner for the performance or payment of any obligation(s) of the Tenant under the Lease, waive any default by the Tenant, fail to assert any rights against the Tenant, grant to the Tenant any other indulgence or concession with respect to all or any part of any of the obligations of the Tenant under the Lease, release, substitute or add Guarantors and may generally deal with the Tenant, or any indebtedness of the Tenant to the Landlord, as the Landlord sees fit, and no such action and no change, impairment or suspension of any right or remedy of the Landlord shall terminate, release, reduce, diminish or in any way affect any of the obligations of the Guarantor hereunder or give the Guarantor any recourse or defence against the Landlord.

1. **LIABILITIES**

The amount of liability of the Guarantor and all rights, power and remedies of the Landlord hereunder and under any other agreement now or at any time hereafter in force between the Landlord and the Guarantor, including any other guaranty executed by the Guarantor relating to any indebtedness of the Tenant to the Landlord, shall be cumulative and not alternative and shall be deemed to include all rights, powers and remedies given to the Landlord by law. This Guaranty is in addition to and exclusive of the guaranty of any other guarantor of any indebtedness of the Tenant to the Landlord.

1. **OBLIGATIONS OF GUARANTOR**

The obligations of the Guarantor hereunder are independent of the Lease Obligation. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against the Guarantor whether or not the Tenant is joined therein or a separate action or actions is brought against the Tenant. The Landlord may maintain successive actions for other defaults. The Landlord's rights hereunder shall not be exhausted by its exercise of any of its other rights or remedies or by any such action or by any number of successive actions until and unless all of the Lease Obligation hereby guaranteed has been fully performed and the period of time has expired during which any payment made by the Tenant or the Guarantor to the Landlord may be determined to be a Preferential Payment.

1. **SEVERABILITY**

Each Guarantor shall be jointly and severally liable for, and agrees to pay to the Landlord without demand, attorneys' fees in such amount as the Court determines is reasonable and all costs and other expenses which the Landlord expends or incurs in enforcing, collecting or compromising the Lease Obligation hereby guaranteed or in enforcing or collecting upon this Guaranty against the Guarantor the Lease Obligation hereby guaranteed whether or not suit is filed.

1. **ENFORCEMENT**

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective and enforceable.

1. **NO WAIVER**

No provision of this Guarantee or right of the Landlord hereunder can be waived nor can the Guarantor be released from his or her obligations hereunder except by a writing duly executed by the Landlord.

1. **REPRESENTATIONS AND WARRANTIES**

The Guarantor represents and warrants it is represented or has had full opportunity to be represented by independent legal counsel of its own choice in connection with this Guarantee, that it has personally reviewed this Guarantee, and that it fully has the requisite experience and sophistication to understand its terms and conditions and the consequences of the duties assumed and rights waived herein. In the event of any ambiguity in or dispute regarding the interpretation of this Instrument, the interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.

1. **GOVERNING LAW**

This Guarantee shall be governed by and construed in accordance with the laws of [STATE/PROVINCE]. Except as provided in any other written agreement now or at any time hereafter in force between the Landlord and the Guarantor, this Guarantee shall constitute the entire agreement of the Guarantor with the Landlord with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon the Landlord unless expressed herein.

1. **BINDING AGREEMENT**

The Guarantor agrees to be bound by all provisions of the Lease.

1. **DEFINITIONS**

The term Landlord whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term Tenant whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee of said Lease and also any successor to the interests of said Tenant or assignee of such Lease or any part thereof, whether by assignment or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD GUARANTOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title