

GUARANTOR FORM

For valued received and in consideration of the letting by Crowne at Cary Park Apartments (hereinafter referred to as "LESSOR"), of the premises located at _____, Apt. # _____ City of Cary, County of Wake, State of North Carolina to _____ under a certain lease dated the _____ day of _____, 20____ which the undersigned requested, the undersigned (if more than one, jointly and severally) hereby unconditionally guarantees to LESSOR, its successors and assigns, that the undersigned shall promptly pay in full when due, in accordance with the provisions of the aforesaid lease, 100% of all sums due under the lease and that if default shall at any time be made by _____ in the payment of rent or performance of any of the covenants contained in the aforesaid lease the undersigned will pay to the LESSOR, its successors and assigns, 100% of the rent or any arrears thereof, and all damages that may arise in consequence of any default by _____ under the aforesaid lease.

The undersigned consents that from time to time, without notice to the undersigned the LESSOR may take or refrain from taking any action authorized by the aforesaid lease all without notice to, consent of or release of liability on the part of the undersigned. The undersigned agrees to all provisions of the lease and that the obligation of the undersigned shall and remain unaffected, (i) by any understanding on the part of the undersigned that another person, firm or corporation was or is to sign or become bound on or for the lease; or (ii) by the death or bankruptcy of any one or more of the undersigned, if more than one, and in the case of any such death or bankruptcy, by failure of LESSOR to file a claim against the estate of said decedent, or bankrupt, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder.

The undersigned consents and agrees that this is a continuing guarantee and the terms, including the period (time) of the lease, may be extended or the lease may be renewed from time to time, all without notice to, consent of or release of liability on the part of the undersigned.

There shall be no modification of any of the provisions of this Guaranty unless the same be in writing and signed by the undersigned and the LESSOR.

All of the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators and assigns, and shall inure to the benefit of the LESSOR, its successors and assigns, and to any future owner of the Leased Premises, and to any mortgagees holding a mortgage on the fee interest of the LESSOR in the Leased Premises.

Guarantor acknowledges that the Lease and this Guaranty were entered into in the State of North Carolina, County of Wake, and that the parties have agreed to the terms of the Lease and this Guaranty with the understanding that any action or proceeding with respect hereto shall be maintained in the state or federal courts in said state and county. Guarantors submit to jurisdiction and venue, waiving any claim of improper jurisdiction or venue or forum non-conveniens and agreeing to accept service at the Leased Premises. This Guaranty shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, applied without giving effect to conflict of laws principles.

IN WITNESS WHEREOF, this guarantor is executed under the seal of each of the undersigned.

Guarantor

Address

Guarantor

Address

Agent for Crowne at Cary Park

STATE OF _____, COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____
_____.

Date: _____

Official Signature of Notary

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: _____