

GUARANTY OF LEASE

THIS IS A LEGAL AND BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

This Guaranty of Lease (the "Guaranty") is given by [Guarantor Name Here] whose address is [Guarantor Address Here] ("Guarantor") to Aggie Properties, LLC, a Colorado limited liability company, (the "Landlord"), whose address is 2649 E. Mulberry, Suite 10, Fort Collins, Colorado 80524, in consideration for the Landlord entering into the Lease with the Tenant.

At the request of the Guarantor, the Landlord will enter into that certain lease agreement dated November 29, 2005 with [Tenant Name Here] (the "Tenant") for the premises located at PROPERTY ADDRESS HERE, Fort Collins, Colorado 80521 (the "Lease"). Landlord would not enter into the Lease except for the request of the Guarantor and the execution and delivery of this Guaranty. Guarantor acknowledges that he/she has read the Lease and agrees to be bound by all the terms therein, in addition to the terms of this Guaranty.

Guarantor unconditionally agrees to the following:

1. Guarantor personally guarantees to Landlord, Landlord's heirs, successors in interest and assigns, payment and performance of all obligations, covenants, conditions and agreements of the Tenant due under the Lease, including, but not limited to, money due for rent, damages, late rent fees, non-sufficient fund checks, utilities, and pet damage.
2. The Guaranty extends to any and all liability that the Tenant has or may have to the Landlord by reason of (i) by matters occurring before the commencement of the Term of the Lease, (ii) by matters occurring after the expiration of the term of the Lease, (iii) by reason of removal of Tenant property, surrender of possessions, or (iv) other matters.
3. In the event the Tenant fails to perform, satisfy, or observe the terms and conditions of the Lease and related obligations required to be performed, satisfied or observed by the Tenant, the Guarantor will promptly and fully perform, satisfy, and observe the obligations in the place of the Tenant. The Guarantor shall pay, reimburse, indemnify, defend and hold harmless the Landlord from liabilities arising or resulting from the failure of the Tenant to perform, satisfy, or observe any of the terms and conditions of the Lease and related obligations.
4. The obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease or Colorado law, or by reason of the waiver by or failure of Landlord to enforce any of the terms, covenants or conditions of the Lease, all of which may be given or done without notice to Guarantor.
5. Guarantor hereby waives any requirement for notice of non-payment or non-performance by Tenant of any of the covenants, conditions, agreements, and obligations in the Lease.
6. This Guaranty shall not be impaired by any renewal, modification or extension of the Lease or assignment or subletting by the Tenant. This Guaranty may not be modified orally, but only in writing signed by both the Guarantor and Landlord.
7. Guarantor's liability under this Guaranty shall be primary, and Landlord may proceed against Guarantor with any right of action that accrues to the Landlord under the Lease without having commenced any action against or having obtained any judgment against the Tenant. Guarantor shall be jointly and severally liable with the Tenant.
8. The Guarantor subordinates any and all claims that the Guarantor has or may have against the Tenant by reason of subrogation for payments, performance under this Guaranty or claims for any other reason or cause. The Guarantor agrees not to assert any claim, which it has or may have against the Tenant, including claims by reason of subrogation under this Guaranty, until such time as the payment and other obligations of the Tenant to the Landlord are fully satisfied and discharged.
9. In the event a dispute arises under this Guaranty or the Lease, the parties agree that the prevailing party in such dispute shall be entitled to recover all costs and expenses associated therewith, including, without limitation, accounting and professional expert expenses, court costs and attorney fees, as well as all costs accruing in connection with post-judgment attorney fees, costs and interest incurred in connection with collection and/or appeal.
10. The laws of the State of Colorado shall govern this Guaranty and the Lease, with jurisdiction and venue for any claim asserted to be in the courts of Larimer County, Colorado.
11. Guarantor's signature shall constitute his or her agreement to be subject to the personal jurisdiction of the State of Colorado, City of Ft. Collins for all actions arising out of this Guaranty of Lease agreement, and constitute his or her agreement to accept his or her personal service of process outside of the State of Colorado, if Guarantors may reside or be found for service of process outside of the state of Colorado.
12. Landlord is hereby authorized to make any investigation of my (our) personal history and financial credit record. I (We) hereby authorize the release of all information, including credit information. Guarantor(s) agree to a fee of up to \$20 for processing of credit report. I (We) agree that photocopy of this authorization be accepted with the same authority as the original. If Guarantor(s) credit is found to be unacceptable, Landlord reserves the right to ask that a different Guarantor be provided or may choose not to execute the Lease. Should Landlord choose not to execute the Lease due to unacceptable credit, this Guaranty is void.
13. Guarantor acknowledges that he/she have discussed with Tenant applicants the condition of the Premises and inventory, as applicable, and that such condition and inventory is acceptable.
14. All parties to this Guaranty agree that facsimile signatures shall be binding until originals can be obtained.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty of Lease effective as of this ____ day of _____, 2005. Signatures must be witnessed by a Notary Public to be accepted by Landlord. (Please Print)

Guarantor Name: _____ Relationship to Tenant: _____ Guarantor Social Security # _____ - _____ - _____

Guarantor Address: _____ City: _____ State: _____ Zip: _____

Guarantor Phone #: _____ Work #: _____ Driver's License#: _____

Guarantor Signature: _____ Date: _____ Email: _____

Signed and subscribed to before me, a Notary Public, within the county of _____, State of _____, this ____ day of _____, 2005.

Notary Public: _____

My Commission Expires: _____, _____

I/WE HAVE READ AND UNDERSTAND THE ABOVE _____ (initials)