

LIMITED GUARANTY

The Undersigned (Guarantor) guarantees to _____ (Seller) as follows:

1. Limited Guaranty of Payment.

(a) Guarantor unconditionally guarantees, up to the amount of _____ (Limitation Amount), the prompt payment to Seller when due, whether by acceleration or otherwise, any and all payments due under the terms of _____ (Liability).

(b) Guarantor acknowledges that valuable consideration supports this Limited Guaranty.

2. Costs and Expenses. Subject to the Limitation Amount, Guarantor agrees to pay on demand all costs and expenses of every kind incurred by Seller: (a) in enforcing this Guaranty; (b) in collecting the Liability from Debtor or Guarantor; (c) in realizing upon or protecting any collateral for this Guaranty or for payment of the Liability; and (d) for any other purpose related to the Liability or this Guaranty. "Costs and expenses" as used in the preceding sentence shall include, without limitation, the reasonable attorney's fees incurred by Seller in retaining counsel for advice, suit, appeal, any insolvency or other proceedings under the Federal Bankruptcy Code or otherwise, or for any purpose specified in the preceding sentence.

3. Nature of Guaranty: Continuing, Absolute and Unconditional.

(a) This Guaranty is and is intended to be a continuing guaranty of payment of the Liability, subject to the Limitation Amount, independent of and in addition to any other guaranty, endorsement, collateral or other agreement held by Seller therefore or with respect thereto, whether or not furnished by Guarantor.

(b) This Guaranty is irrevocable, absolute and unconditional and shall not be changed or affected by any representation, or agreement, act or thing whatsoever, except as herein provided. This Guaranty is intended by Guarantor to be the final, complete and exclusive expression of the agreement between Guarantor and Seller regarding the guaranty of the Liability. No modification or amendment of any provision of this Guaranty shall be effective in writing and signed by Seller.

4. Certain Rights and Obligations.

(a) Guarantor authorizes Seller, without notice, demand or any reservation of rights against Guarantor and without affective Guarantor's obligations hereunder, from time to time: (i) to renew, extend, increase, accelerate or otherwise change the time for payment of the Liability or any part thereof; (ii) to accept from any person or entity and hold collateral for the payment of the Liability or any part thereof; (iii) to accept and hold any endorsement or guaranty of payment of the liability or any part thereof, and to discharge, release or substitute any such obligation of any such endorser or guarantor, or any person or entity who has given any security interest in any collateral as security for the payment of the Liability or any part thereof, or any other person or entity in any way obligated to pay the liability or any part thereof, and to enforce or refrain from enforcing, or compromise or modify, the terms of any obligation of any such endorser, guarantor, person or entity; and (iv) to dispose of any and all collateral securing the Liability in any manner as Seller, in Seller's sole discretion may deem appropriate and to direct the order or manner of such disposition and the enforcement of any and all endorsements and guaranties relating to the Liability of any party thereof as Seller, in Seller's sole discretion, may determine.

(b) If any default shall be made in the payment of the Liability, Guarantor agrees to pay the same, subject to the Limitation Amount: (i) without requiring Seller to resort first to Debtor (this being a guaranty of payment and not of collection) or to any other guaranty or any collateral which Seller may hold; (ii) without requiring notice of acceptance hereof or assent hereto by Seller; and (iii) without requiring notice that any indebtedness has been incurred or of the reliance by Seller upon this Guaranty; all of which Guarantor hereby waives.

(c) Guarantor's obligation shall not be affected by any of the following all of which Guarantor waives: (i) any failure to perfect or continue the perfection of any security interest in or other lien on any collateral securing payment of the Liability or Guarantor's obligation; (ii) the invalidity, unenforceability, propriety of manner of enforcement of, or loss or change in priority of any such security interest or other lien; (iii) any failure to protect, preserve or insure any such collateral; (iv) failure of Guarantor to receive notice of any intended disposition of such collateral; (v) any defense arising by reason of the cessation

from any cause whatsoever of liability of the Debtor including, without limitation, any failure, negligence or omission by Seller in enforcing Seller's claims against the Debtor; or (vi) the invalidity or unenforceability of the Liability.

5. Termination. Subject to the Limitation Amount, this Guaranty shall remain in full force and effect until the Liability shall be finally and irrevocably paid in full. If, after receipt of any payment of all or any part of the Liability, Seller is for any reason compelled to surrender such payment to any person or entity because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any reason, this Guaranty shall continue in full force notwithstanding any contrary action which may have been taken by Seller in reliance upon such payment, and any such contrary action so taken shall be without prejudice to Seller's rights under this Guaranty and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

6. Miscellaneous.

(a) "Debtor" and "Guarantor" as used in this Guaranty shall include any successor individual or individuals, association, partnership or corporation to which all or a substantial part of the business or assets of Debtor or Guarantor shall have been transferred and any other entity into or with which Debtor shall have been merged, consolidated, reorganized or absorbed.

(b) Guarantor's obligation hereunder is to pay the Liability, subject to the Limitation Amount, when due according to its terms, and shall not be affected by any extension of time for payment by the Debtor resulting from any proceeding under the Federal Bankruptcy Code or any similar law.

(c) No course of dealing between Debtor or Guarantor and Seller and no act, delay or omission by Seller in exercising any right or remedy hereunder or with respect to any promissory note shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise of any other right or remedy. Seller may remedy any default by Debtor under any agreement with Debtor or with respect to any liability in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Seller hereunder are cumulative.

(d) Seller and Guarantor as used herein shall include the heirs, executors or administrators, or successors or assigns of those parties. The rights and benefits of Seller hereunder shall, if Seller so directs, inure to any party acquiring any interest in the Liability or any part thereof. If any right of Seller hereunder is construed to be a power of attorney, such power of attorney shall not be affected by the subsequent disability or incompetence of Debtor.

(e) Captions of the paragraphs of this Guaranty are solely for the convenience of Seller and Guarantor, and are not an aid in the interpretation of this Guaranty.

(f) If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

(g) This Guaranty and the transactions evidenced hereby shall be construed under the laws of the State of New York.

Dated:

GUARANTOR:
