

in writing, duly signed on behalf of Landlord and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Landlord or the obligations of Guarantor to Landlord in any other respect at any other time. The rights, remedies and benefits of Landlord under this Guarantee are cumulative and not exclusive of any other rights, remedies or benefits which Landlord may have.

FOURTH: This Guarantee is binding upon Guarantor, his heirs, distributees, executors, administrators, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

FIFTH: The term "herein" or "hereunder" or similar terms used in this Guarantee refer to this entire Guarantee and not to the particular provision in which the term is used. Unless stated, all references herein to Paragraphs or other provisions are reference to Paragraphs or other provisions of this Guarantee.

SIXTH: All notices, consents and other communications under this Guarantee shall be in writing and shall be deemed given hereunder when sent by U.S. Registered or Certified Mail, Return Receipt Request or by Federal Express or other reputable overnight carrier, for next business day delivery, to the parties at the following addresses, or at any other address as any party may from time to time specify by notice of the other:

TO OWNER:

TO GUARANTOR:

SEVENTH: Guarantor does hereby irrevocably designate _____, Esq. with offices at _____ as agent for Guarantor, pursuant to CPLR Section 318, authorized to receive and accept any notice of legal process from the Landlord its legal counsel and/or managing agent. This designation shall not be affected by the subsequent disability, incompetence or death of Guarantor and shall be binding upon the Guarantor's heirs, legal representatives, successors or assigns. Guarantor may, from time to time, but not more often than once during each successive twelve month period occurring from and after the date of the Lease, by notice in writing to Owner, change such designation.

EIGHTH: Notwithstanding any contrary provision contained herein, this Guarantee shall extend only to those obligations accruing pursuant to the Lease for, during and through the date of delivery of possession of the premises demised to Tenant under the Lease to Landlord, said premises restored to its condition as of the date of execution hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands on the date or dates set forth below.

GUARANTOR

(Acknowledgement)