LIMITED PERSONAL GUARANTEE OF LEASE

WHEREAS, ,
a New York corporation, having an office at ("Tenant")
is about to execute a lease between , as landlord ("Landlord"),
and , as tenant ("Tenant"),
for the store premises known as ("Lease").

WHEREAS, in order to induce Landlord to enter into the Lease, Tenant has agreed to procure and deliver this Personal Guarantee of the obligations of Tenant to be executed by ,
residing at
and residing at
(hereinafter jointly, severally and collectively referred to as "Guarantor"); and

WHEREAS, Guarantor has a substantial economic interest in **Tenant.**

NOW, THEREFORE, in connection of ONE DOLLAR ($1.00) and other valuable consideration the receipt of sufficiency of which Guarantor hereby acknowledges:

FIRST: Guarantor, on Guarantor's behalf, and on behalf of Guarantor's heirs, distributees, executors, administrators, successors and assigns, does hereby covenant and agree that:

A. If Tenant fails to perform any obligation on the part of Tenant to be performed or to pay, when due, the Fixed Rent or any Additional Rent due under the Lease, then Guarantor will pay any such amount, or perform any such obligation.

B. Guarantor may, at Landlord's option, be joined in any action or proceeding commenced by Landlord against Tenant in connection with, and based upon, the failure of Tenant to perform and that recovery may be had against Guarantor in such action or proceeding or any independent action or proceeding against Guarantor, without Landlord first asserting, prosecuting, or exhausting any remedy or claim against Tenant or any assignee of Tenant;

C. This Guarantee shall remain and continue in full force and effect as to any extension, modification, assignment or amendment of the Lease;

D. The validity of this Guarantee, and the obligations of the Guarantor hereunder, shall in no event be terminated, affected or impaired by reason of (i) any action which Landlord may take or fail to take against Tenant; or (ii) any waiver, or failure to enforce, any of the rights or remedies reserved to Landlord in the Lease or (iii) any partial or total release, for any cause, of Tenant in respect to any of its obligations guaranteed hereby; (iv) the bankruptcy, insolvency, reorganization or liquidation of Tenant; or (v) the disaffirmance or rejection of the Lease by a trustee or receiver in the event of the bankruptcy, insolvency, reorganization or liquidation of Tenant; or (vi) an assignment of the Lease or a subletting of the premises demised under the Lease pursuant to any provision of Article 7 of this Lease including; but not limited to, the third paragraph thereof; and

E. This is an irrevocable and unconditional guarantee of payment and performance and not of collection and the obligations hereunder are independent obligations of Guarantor.

SECOND: This Guarantee cannot be changed or terminated orally, and shall be governed and construed in accordance with the laws of the State of New York. Guarantor expressly submits and consents to the jurisdiction of the state and federal courts located in the state of New York, County of New York, with respect to any claim or demand upon Guarantor based upon this Guarantee or any amendment or supplement hereto.

THIRD: No delay on the part of Landlord in exercising any of its options, power of rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modifications or amendment of this Guarantee, shall be deemed to be made by Landlord unless the same shall be