

## GUARANTOR CLAUSE

Date: \_\_\_\_\_

Amstel Associates, LLC  
84 Amstel Ave. (Rear)  
Newark, DE 19711

302.366.0881  
302.366.0882 (fax)

For the purpose on enabling:

I, Undersigned, agree to be the Guarantor for \_\_\_\_\_ (hereinafter known as "Tenant") and all his/her financial obligations to Amstel Associates, LLC and their heirs (hereinafter known as "Landlord") concerning the leased property at \_\_\_\_\_ (hereinafter jointly and individually, if more than one "Debtor") to obtain credit from you, which otherwise would not be willing to extend, and for in consideration of certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (jointly and individually, if more than one) hereby unconditionally guarantees to you, your successors and assigns, at all times, prompt payment on demand or at maturity if a time for payment is specified, or at any time thereafter, in legal tender of the United States of America, of any kind and all indebtedness upon which said Debtor is now or may hereafter from time to time become obligated or bonded to you, as Principal or Endorser or Guarantor, however said indebtedness may be evidenced or otherwise secured and in whatever form it may be, together with interest and any costs, including attorney's fees that may be incurred in enforcing the payment thereof.

This guarantee shall be and is an open and continuous one. The Undersigned agrees that you may, at any time, whether before or after default and without in any way releasing or discharging the Undersigned from any obligation hereunder, grant extensions of time for the payment of said indebtedness or renew the instruments evidencing same; release any collateral now or hereafter held by you or demand and receive additional security for said indebtedness; compound with the Debtor or any obligor liable for the indebtedness or upon any collateral securing same; modify any terms or conditions at any time pertaining to said indebtedness; grant any release, compromises or other indulgences or any character whatsoever with respect to any and all guarantees and any and all security therefore; or wave or invoke rights available to you in connection therewith.

The Undersigned agrees that its obligation hereunder shall be a direct and unconditional assurance of payment rather than a collection only, without the necessity of any recourse being first had against the Debtor or against any security. The Undersigned is bound, as a primary obligator, to answer to you for any default in the prompt payment of said indebtedness.

The Undersign hereby waves presentment, protest, demand and notice of nonpayment of any instruments, and notice of every other kind, including notice of acceptance by you of the guarantee or of any extension of credit granted by you in reliance hereon. The Undersigned agrees that if any action, suit, matter or proceeding is brought to enforce the Landlords' right to collect any amounts due on the guarantee, it will pay all costs, expenses and reasonable attorney's fees incurred by the Landlord.

The guarantee is executed under seal and shall insure to the benefit of the Landlord, his successors, and assigns, shall be binding upon the Undersigned, its heirs, executors, administrators, successors or assigns, and shall be governed by the laws of the State of Delaware.

Guarantor Signature \_\_\_\_\_

Guarantor's Address \_\_\_\_\_

Guarantor's Phone# \_\_\_\_\_

Notary Signature \_\_\_\_\_  
(Seal)

**This Guarantor Clause must be notarized and returned for said lease to be in effect.**