BROWNSTONE PROPERTIES, INC.
GUARANTEE OF PAYMENT

Tenant(s): _____

_____

Guarantor(s): _____

DEFINITIONS

"I", "me" and "my" refer to the Guarantor referred to above. All other terms are defined on Page 1 of the Lease.

1. REASON FOR GUARANTEE

I know that you would not rent the premises to the Tenant unless I guarantee the Tenant's Performance. I have requested you to enter into the Lease with the Tenant. I have substantial interest in making sure that you rent the Premises to the Tenant.

2. GUARANTEE

I guarantee the full performance of the Lease by the Tenant. My guarantee is absolute and without any condition. It includes, but is not limited to, the payment of Rent, Additional Rent and other money charges. In addition I agree to these other items:

3. CHANGES IN LEASE HAVE NO EFFECT

My guarantee will not be affected by any change in the Lease whatsoever. This includes, but is not limited to, any extension of time or renewals. My guarantee will bind me even if I am not a party to these changes.

4. WAIVER OF NOTICE

I do not have to be informed about any defaults by the Tenant. I waive notice of nonpayment or other default by the Tenant.

5. PERFORMANCE

If the Tenant defaults, you may require me to perform without first demanding the Tenant to perform.

6. WAIVER OF JURY TRIAL

I give up my right to trial by jury in any claim related to the Lease or my guarantee.

7. CHANGES

My guarantee can be changed only by a written agreement signed by all the parties to the Lease and my guarantee.

SIGNATURES:

I have signed this Guarantee on the date indicated.

Witness:	Guarantor:
_____	_____
Signature Date	Signature Date
_____	_____
Address	Address
_____	_____