

This is a legally binding contract, if not understood, seek advice from an attorney.

## Guarantee

Property Address: \_\_\_\_\_

Date of Lease: \_\_\_\_\_

1. In order to induce J&J Reynolds LLC ("Landlord ") to execute the Lease to which this Guarantee is attached (the "Lease") with \_\_\_\_\_ ("Tenant") for the demised premises in Tulsa County, State of Oklahoma, the undersigned (whether one or more than one) has guaranteed and by this instrument does hereby guarantee the full payment and performance of all liabilities, obligations, and duties (including, but not limited to, payment of Rent) imposed upon Tenant under the terms of the Lease, as if the undersigned has executed the Lease as Tenant as Tenant thereunder.

2. The undersigned hereby waives notice of acceptance of this guarantee and all other notices in connection or in connection with the liabilities, obligations, and duties guaranteed hereby, including notices of default by Tenant under the Lease, and waives diligence, presentment, and suite on the part of Landlord in the enforcement of any liability, obligation, or duty guaranteed hereby.

3. The undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation, or duty guarantee hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against the undersigned by Landlord to enforce any liability, obligation, or duty guaranteed hereby without joinder of Landlord or any other person. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, or variation of term which may be extended to the Lessee by Landlord or agreed upon by Landlord or Lessee, and shall not be impaired, modified, change, release, or limitation of liability of Lessee or its estate in bankruptcy, or of any remedy for the enforcement thereof, resulting from the operation of any present or future provisions of the United States Bankruptcy Code, or any similar law or statute of the United States or any state thereof. Landlord and Lessee, without notice to or consent by the undersigned, may at any time or times enter into such extensions, amendments, assignments, subleases, or other covenants respecting the Lease as they may deem appropriate; and the undersigned shall not be released thereby, but shall continue to be fully liable for the payment and performance of all liabilities, obligations, and duties of Tenant under the Lease as so extended, amended, assigned or otherwise modified.

4. It is understood that other agreements similar to this guarantee may, at Landlord's sole option and discretion, be executed by other persons with respect to this Lease. This guarantee shall be cumulative of any such with respect to the Lease. This guarantee shall be cumulative of any such agreements and the liabilities and obligations of the undersigned hereunder shall in no event affect or diminish by reason of such other agreements. Moreover, in the event that Landlord obtains another signature of more than one guarantor on this page or by obtaining additional guarantee agreements, or both, the undersigned agrees that Landlord, in Landlord's sole discretion may (i) bring suit against all guarantors of the Lease, jointly and severally, or against any one or more of them; (ii) compound or settle with any one or more of the guarantors for such consideration as Landlord may deem proper; and (iii) release one or more of the guarantors from liability. The undersigned further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor or guarantors, including undersigned.

\_\_\_\_\_  
Initial: Landlord

\_\_\_\_\_  
Initials: Assignor

\_\_\_\_\_  
Initials: Assignee

5. If the party executing this guarantee is a corporation, then the undersigned officer personally represents and warrants the Board of Directors of such corporation, in duly held meeting, has determined that this guarantee may reasonably be expected to benefit the corporation.
6. The undersigned agrees that if Landlord shall employ an attorney to present, enforce, or defend any of Landlord's rights or remedies hereunder, the undersigned shall pay the reasonable attorney's fees incurred by the Landlord in such connection.
7. This agreement shall be binding upon the undersigned and the successors, heirs, executors, and administrators of the undersigned, and shall inure to the benefit of Landlord and Landlord's Heirs, executors, administrators, successors, and assigns.
8. This agreement shall be governed by and constructed in accordance with the laws of the State of Oklahoma and Tulsa County.
9. If it is determined by a court or other competent body that provisions of this agreement are invalid or no enforceable under state or other law, such invalidity or unenforceability shall not invalidate the entire agreement. The interpretation which leads to the enforcement and validity of any provision of this agreement shall be favored and deemed the intended interpretation of the Parties if of two or more interpretations of the provisions or wording of this Agreement result.

Executed \_\_\_\_\_, 20\_\_\_\_, to be effective the same day of the Lease.

\_\_\_\_\_  
**Guarantor (1)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Guarantor address (1)**

\_\_\_\_\_  
**Guarantor (2)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Guarantor address (2)**