

GUARANTY AGREEMENT

For the purpose of inducing _____, and its associated divisions, subsidiaries, and affiliates (hereinafter collectively referred to as "Landlord") to enter into business transactions with _____, his/her/their successors and assigns (hereinafter sometimes called "Tenant"), the undersigned (hereinafter sometimes called "Guarantor" whether one or more), jointly and severally, if more than one, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, irrevocably and unconditionally personally guarantees, without prior notice, the prompt payment and performance to Landlord when due of any and all liabilities and obligations of Tenant to Landlord, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising or acquired and in whatever form, regardless of how they arise or by what agreement or instrument they may be evidenced, including, without limitation, all interest thereon and all costs, expenses, attorneys' and other professional fees incurred in any way in the collection of said liabilities and obligations or in the enforcement of this Guaranty (hereinafter, the "Obligations").

The Obligations shall include, but not be limited to, all covenants, agreements, obligations, and liabilities of Tenant under and pursuant to that certain Lease dated _____ entered into between Landlord and Tenant regarding the premises located at _____, Boston, MA, and as the same may be amended, modified, and/or extended from time to time. This shall be a continuing and absolute guaranty of any and all Obligations to which it applies or may apply under the terms hereof, and shall be conclusively presumed to have been created in reliance thereon.

Upon any default in payment of any Obligations, Guarantor shall unconditionally and immediately pay to Landlord the amount thereof and also shall pay any amount necessary to compensate Landlord for such default or to comply with any other terms connected with such Obligations, all without suit or other action being required to be taken by Landlord to enforce such Obligations. Guarantor shall pay on demand interest on all amounts due to Landlord under this Guaranty, or arising under any documents, instruments, or agreements relative to any collateral securing this Guaranty, from the time Landlord first demands payment at a rate of interest equal to the lesser of 12% percent per annum or the maximum amount permitted by law. Interest and costs of collection shall continue to accrue and be deemed Obligations guaranteed hereby notwithstanding any stay of enforcement thereof against the Tenant or disallowance of any claim therefor against the Tenant.

The undersigned waives: (a) presentment, protest, and demand with respect to the Obligations covered by this Guaranty; (b) notice of any advance, credit given, or other transaction resulting in any of such Obligations of the Tenant to Landlord; (c) notice of any default in payment or default in compliance, whether or not such demand is made upon Tenant; and (d) all suretyship defenses.

The legal obligations of the undersigned hereunder shall not be affected by any fraudulent, illegal, or improper act by the Tenant, nor by any release, discharge, or invalidation, by operation of law or otherwise, of the Obligations, or by the legal incapacity of the Tenant, the undersigned, or any other person liable or obligated to Landlord for or on the Obligations.

If, for any reason, Tenant has no legal existence or is under no legal obligation to discharge any Obligations or if any Obligations have become irrecoverable from Tenant by operation of law or for any other reason, this Guaranty shall nevertheless be binding on Guarantor to the same extent as if Guarantor had at all times been the principal Tenant. In the event that acceleration of payment of any Obligations is stayed upon the insolvency, bankruptcy or reorganization of Tenant, or for any other reason, all such amounts otherwise subject to acceleration under the terms of the Obligations shall be immediately due and payable by Guarantor.

This Guaranty shall not be affected by any extension or postponement or other indulgence Landlord may grant with respect to the Obligations or by any other guaranty or security which it may hold, including the substitution, release or exchange of collateral. No delay, act, or omission of any kind upon the part of Landlord shall in any way impair its rights under this Guaranty or be construed to be a waiver thereof. Landlord shall have no duty to marshal security, sue or otherwise attempt collection from Tenant or any other party, or proceed against any collateral or other property, or take any action of any kind prior to demanding and enforcing payment by Guarantor. All of Landlord's rights, remedies, powers, and privileges under any other agreement or transaction with the undersigned, the Tenant, or any such other person, shall be cumulative and not alternative or exclusive of any rights or remedies which it would otherwise have, and may be exercised by Landlord at such times and in such order of preference as Landlord in its sole discretion may determine. This Guaranty shall continue until all the terms contained herein have been satisfactorily performed or otherwise discharged, and all of the Obligations have been satisfied in full.

Guarantor hereby waives any right of indemnity, reimbursement, contribution, or subrogation arising as a result of payment by Guarantor hereunder, and will not prove any claim in competition with Landlord in respect of any payment hereunder in bankruptcy or insolvency proceedings of any nature. Guarantor will not claim any set-off or counterclaim against Tenant in respect of any Obligation of Guarantor to Tenant. Guarantor waives any benefit of and any right to participate in any collateral which may be held by Landlord. No set-off, counterclaim, reduction, or diminution of any Obligation, or any defense of any kind or nature which Guarantor has or may have against Landlord, or any assignee or successor thereof, shall be available hereunder to Guarantor against Landlord.

This Guaranty shall be binding upon the undersigned, his, her or their legal representatives, estates, heirs, and successors (provided, however, that the undersigned may not assign its obligations pursuant to this Guaranty), and shall inure to the benefit of Landlord, its legal representatives, successors and assigns. Landlord shall have no obligation to exercise its rights under this Guaranty against more than one of the undersigned and may proceed against any one or more of the undersigned without proceeding against all or any others. The obligations of each of the Guarantors shall be joint and several and Landlord may release or settle with one or more of the Guarantors at any time without affecting the continuing obligations of the remaining Guarantors.

Guarantor hereby agrees that this Guaranty shall be governed by the laws of the Commonwealth of Massachusetts, and irrevocably submits to the jurisdiction of the courts located in Massachusetts should Landlord elect to proceed in such forum. Any determination that any provision herein is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity,

legality, or enforceability of such provision in any other instance and shall not affect the validity, legality or enforceability of any other provision contained herein.

TO THE FULLEST EXTENT PERMITTED BY LAW, GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS GUARANTY IS A PART AND/OR THE ENFORCEMENT OF ANY OF LANDLORD'S RIGHTS AND REMEDIES. GUARANTOR ACKNOWLEDGES THAT HE OR SHE MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH HIS OR HER ATTORNEYS. GUARANTOR ALSO ACKNOWLEDGES THAT LANDLORD HAS NOT AGREED WITH OR REPRESENTED TO GUARANTOR THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

No remedy conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No waiver, amendment, release or modification of, or supplement to, this Guaranty shall be established by parol evidence, conduct, custom or course of dealing, but solely by an instrument in writing signed by Landlord. Guarantor acknowledges that this Guaranty is intended as a complete, exclusive, and final expression and statement of the terms set forth herein.

This Guaranty may be executed in two or more counterparts (delivery of which may occur via facsimile or as an attachment to an electronic mail message in "pdf" or similar format), each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Guaranty and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Each of the undersigned shall be jointly and severally liable to Landlord for the full amount of the Obligations, irrespective of the number of undersigned executing this Guaranty. The undersigned represents, warrants and certifies that he or she has read this Guaranty prior to its execution.

THIS GUARANTY SHALL BE UNLIMITED.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, this Guaranty is signed and executed to be effective as of the
_____ day of _____, 20 ____.

GUARANTOR:

Witness

Name:

Name: _____
(please print)

Address: