1GUARANTY OF LEASE

IN CONSIDERATION of the execution of the Lease between U.S. Campus Suites, LLC and _____("Tenant") of even date (herewith "Lease") the receipt of which is hereby acknowledged, the undersigned does hereby covenant and agree to and with said U.S. Campus Suites, LLC, its successors and assigns, that if at any time default shall be made by said Tenant, his/her successors or assigns, in the payment of rent or other charges, or in the performance of the covenants and conditions of the within Lease during the Term granted therein, on the part of said Tenant to be performed, the undersigned does hereby promise and agree to pay unto the within named U.S. Campus Suites, LLC, its successors and assigns, such sum or sums of money as will be sufficient to make up such deficiency of rental or other charges, and all damages that may accrue by reason of the violation or non-performance of any of the covenants and conditions of this Lease, without requiring demand of payment or notice of any such default.

This Guaranty is absolute and unconditional and shall be a continuing one, without in any way being affected by the bankruptcy or insolvency of Tenant, its successors or assigns, or by the disaffirmance or abandonment by a trustee or receiver of Tenant, its successors or assigns. Demand and notice of non-payment or non-performance, diligence in collection and notice of acceptance of this Guaranty are hereby expressly waived.

There shall be no duty on the part of the U.S. Campus Suites, LLC under said Lease, or its successors or assigns, to mitigate damages; and this unconditional and absolute guarantee shall not be affected by the failure of U.S. Campus Suites, LLC to take action pursuant to said Lease, or any action taken, or by any extensions, indulgences or modifications of the Lease, or defaults by U.S. Campus Suites, LLC in enforcing any of the provisions thereof.

The undersigned does further covenant and agree to and with U.S. Campus Suites, LLC and its successors and assigns that the undersigned may be joined in any action against said Tenant or its successors and assigns in connection with said Lease, and that recovery may be had against the undersigned in such action or in any independent action or proceeding against it, without first exhausting any remedy or claim against Tenant.

This Lease will be governed by the Laws of the State of Ohio and will be construed and interpreted according to the law. Venue on any action arising out of this Lease shall be proper only in the Common Pleas Court of Mahoning County, Ohio or in the Youngstown Municipal Court, Youngstown, Ohio

GUARANTOR:

_____

_____

STATE OF)
) SS:
COUNTY OF)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____ the Managing Member of said limited liability company, who executed the foregoing document, who acknowledged that he/she did sign and seal the foregoing document and that the same is his/her free act and deed as such Managing Member, an authorized and binding act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 20_____.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF)
) SS:
COUNTY OF)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____ who acknowledged that he/she did sign the foregoing document and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 20____.

_____

NOTARY PUBLIC