

GUARANTY

This Guaranty is made this 30 day of Sept, 2008 in accordance with Section 20, sub-paragraph (i) of the Lease (hereinafter Lease) for the Demised Premises (hereinafter Demised Premises) located at 922 Caroline Street, Key West, Florida, dated Sep. 30, 2008 by and between the City of Key West as Landlord (hereinafter Landlord) and Nadene Grossman Enterprises, Inc. (hereinafter Tenant) and Nadene J. Grossman (hereinafter Guarantor)

In consideration of leasing the Demised Premises to Tenant, and other good and valuable consideration, Guarantor does hereby covenant and agree that:

- (a) The Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to the Landlord the full and complete performance of all of Tenant's covenants and obligations under the Lease and full payment by Tenant of all rentals, additional charges and other charges and amounts required to be paid hereunder during the entire term. Guarantor's obligations hereunder shall be primary and not secondary and are independent of the obligations of the Tenant.
- (b) A separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against Tenant or whether Tenant shall be joined in any such action or actions. At the Landlord's option, the Guarantor may be joined in any action or proceeding commenced by the Landlord against Tenant in connection with and based upon any covenants and obligations under the Lease, and the Guarantor hereby waives any demand by Landlord and/or prior action by landlord of any nature whatsoever against Tenant.
- (c) The Guarantor consents to forbearance, indulgences and extensions of time on the part of the Landlord being afforded to Tenant, the waiver from time to time by Landlord of any right or remedy on its part as against Tenant. The Guarantor hereby agrees that no act or omission on the part of the Landlord, shall affect or modify the obligation and liability of the Guarantor hereunder.
- (d) This Guaranty shall remain and continue in full force and effect, notwithstanding (i) any alteration of the Lease by parties thereto, whether prior or subsequent to the execution hereof, (ii) any renewal, extension, modification or amendment of the Lease, (iii) any subletting of the Demised Premises or assignment of Tenant's interest in the Lease.
- (e) The Guarantor's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned, or misapplied other collateral given later as additional security (including other guarantees) and released Tenant from the performance of its obligations under the Lease.
- (f) In the event any action or proceeding be brought by Landlord to enforce this Guaranty, or Landlord appears in any action or proceeding in any way connected with or

growing out of this Guaranty, then and in any such event, the Guarantor shall pay to Landlord reasonable attorney's fees, but only if Landlord is the prevailing party. The Guarantor in any suit brought under this Guaranty does hereby submit to the jurisdiction of the courts of the State of Florida and to the venue in the circuit court of Monroe County, Florida.

(g) This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant or bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or in the disaffirmance of the Lease an any such proceedings or otherwise.

(h) This Guaranty shall be applicable to and binding upon the heirs, representatives, successors and assigns of Landlord, Tenant and the Guarantor.

IN WITNESS WHEREOF, the Guarantor has caused the foregoing Guaranty to be executed on this 30 day of Sep 2008.

Witness:

By: Melissa Larmel
Name: Melissa Larmel

Date: 9/30/08

Guarantor:

By: Nadene Grossman
Name: Nadene Grossman

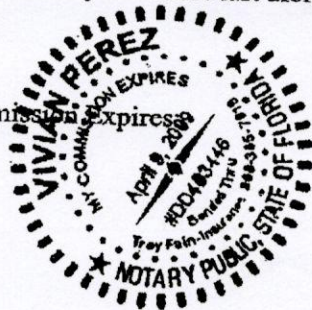
Date: 9/30/08

State of Florida }
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Nadene Grossman, to me personally known or who provided FD# 6163 63069780 as photo identification, and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 30 day of September, 2008

My Commission Expires



Vivian Perez
Notary Public, State of Florida