

Olson's Mobile Home Court  
1 Darlene Lane  
Litchfield, NH 03052

UNCONDITIONAL GUARANTY

For GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the undersigned

\_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (the "Guarantor") (jointly and severally if more than one) unconditionally guarantee, in accordance with the terms hereof and without any prior written notice, the payment and performance of all of the Liabilities (as defined herein) of \_\_\_\_\_ a manufactured home owner, situated in Olson's Mobile Home Court, at \_\_\_\_\_, Litchfield, Hillsborough County, New Hampshire (the "Premises") (the "Tenant"), to Lawrence E. Olson, Jr., Trustee of The Olson Family Revocable Trust, of 1 Darlene Lane, Litchfield, Hillsborough County, New Hampshire (the "Park Owner").

As used herein, the term "Liabilities" includes, without limitation, any and all liabilities, debts, and obligations of Tenant to Park Owner, each of every kind, nature and description. "Liabilities" also includes, without limitation, each obligation to repay all rent, loans, advances, indebtedness, notes, obligations, and amounts, now or hereafter at any time owing by Tenant to Park Owner (including all future advances or the like whether or not given pursuant to a commitment by Park Owner), whether or not such are liquidated, unliquidated, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature or description or by reason of any cause of action which Park Owner may hold against Tenant. "Liabilities" also includes, without limitation, all leases, notes and other obligations of Tenant now or hereafter assigned to or held by Park Owner, each of every kind, nature and description. "Liabilities" also includes, without limitation, all interest and other charges chargeable to Tenant and/or due from Tenant to Park Owner from time to time and all costs and expenses incurred or paid by the Park Owner to enforce any agreement between Tenant and Park Owner.

(including, but not limited to Costs of Collection, attorneys' reasonable fees, court and litigation costs and expenses). "Liabilities" also includes, without limitation, any and all obligations of Tenant to act or to refrain from acting in accordance with the terms, provisions, and covenants of any agreement between Tenant and Park Owner or instrument furnished by Tenant to Park Owner. As used herein the term "indirect" includes, without limitation, all obligations and liabilities which Park Owner may incur or become liable for on account of or as a result of any transactions between Park Owner and Tenant.

"Costs of Collection" includes, without limitation, all attorneys' reasonable fees and out-of-pocket expenses incurred by Park Owner's attorneys and all costs incurred by Park Owner including, without limitation, costs and expenses associated with travel on behalf of Park Owner, which costs and expenses are directly or indirectly related to or in respect of Park Owner's efforts to collect and/or to enforce any of the Liabilities and/or to enforce any of its rights, remedies, or powers against or in respect of Tenant (whether or not suit is instituted in connection with such efforts). The Costs of Collection shall be added to the Liabilities of Tenant to Park Owner, as if such were lent, advanced, and credited by Park Owner to, or for the benefit of, Tenant.

Any and all deposits or other sums at any time credited by or due from Park Owner to the undersigned, and any cash, securities, instruments or other property of the undersigned in the possession of Park Owner, whether for safekeeping or otherwise, shall at all times constitute security for all of the Liabilities and for all obligations of the undersigned to Park Owner and may be applied or set off by Park Owner against the Liabilities and against the obligations of the undersigned to Park Owner at any time, whether or not such are then due and whether or not other collateral is available to Park Owner.

The within Guaranty shall not be affected by any

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Etchfield, NH 03052**

fraudulent, illegal, or improper act by Tenant, nor by the invalidation, by operation of law or otherwise, of the Liabilities of Tenant to Park Owner.

No provision of this Guaranty may be altered, amended, waived, canceled or modified, except by a written instrument executed, sealed, and acknowledged by a duly authorized officer of Park Owner.

The undersigned waives presentment, demand, notice, and protest with respect to Liabilities, and further waives any delay on the part of Park Owner, and further waives any right to require Park Owner to pursue or to proceed against Tenant or any collateral which Park Owner might have been granted to secure the Liabilities or to secure the obligations of the undersigned hereunder, and further waives notice of acceptance of this Guaranty.

The books and records of Park Owner showing the account between Park Owner and Tenant shall be admissible in any action or proceeding, and shall be binding upon the undersigned for establishing and constitute prima facie evidence and proof of the items contained therein.

The obligations of the undersigned hereunder are primary, with no recourse necessary by Park Owner against Tenant or any collateral given to secure the Liabilities or against any other person liable for or on the Liabilities prior to proceeding against the undersigned hereunder. The undersigned assents to any indulgence or waiver which Park Owner may grant or the Tenant and/or any other person liable or obligated to Park Owner for or on the Liabilities. The undersigned authorizes Park Owner to alter, amend, cancel, waive, or modify any term or condition of the Liabilities and of the obligations of any other person liable or obligated to Park Owner for or on the Liabilities, without notice to or consent from the undersigned. No compromise, settlement, or release by Park Owner of the liabilities or obligations of any such other person (whether or not jointly liable with the undersigned) and

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no release of any collateral securing the Liabilities or securing the obligations of the undersigned hereunder shall effect the obligations of the undersigned hereunder. The undersigned agrees that no action by Park Owner which has been assented to herein shall effect the obligations of the undersigned to Park Owner hereunder.

The undersigned agrees not to exercise any right of subrogation, reimbursement, indemnity, contribution, or the like (including the right to proceed upon any collateral granted by Tenant to the undersigned) against

Tenant or any person liable or obligated for or on the Liabilities unless and until all of the Liabilities have been satisfied in full.

The undersigned will pay on demand all attorneys' reasonable fees and out-of-pocket expenses incurred by Park Owner's attorneys and all costs incurred by Park Owner which are directly or indirectly related to Park Owner's efforts to collect and/or to enforce any of the obligations of the undersigned hereunder and/or to enforce any of Park Owner's rights, remedies, or powers against or in respect of the undersigned (whether or not suit is instituted by or against Park Owner).

This Guaranty shall inure to the benefit of Park Owner, its successors and assigns, and shall be binding upon the heirs, successors, representatives, and assigns of the undersigned.

The rights, remedies, powers, privileges, and discretions of Park Owner hereunder (hereinafter, the "Park Owner's Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, and no delays or omissions by Park Owner in exercising or enforcing any of Park Owner's Rights and Remedies shall operate as or constitute waiver thereof, and no waiver by Park Owner of any default hereunder or under any other agreement with the un-

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dersigned, or under any agreement with Tenant or any other person liable or obligated for or on the Liabilities shall operate as a waiver of any other default hereunder or thereunder. No single or partial exercise of any of Park Owner's Rights and Remedies and no other agreement or transaction of whatever nature entered into between Park Owner and the undersigned, Park Owner and Tenant, and/or Park Owner and any such other person at any time, whether before, during, or after the date hereof, shall preclude the other or further exercise of Park Owner's Rights and Remedies. No waiver or modification on Park Owner's part on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of Park Owner's Rights and Remedies under any other agreement with the undersigned, Tenant, or any such other person shall be cumulative and not alternative or exclusive, and may be exercised by Park Owner at such time or times and in such order of preference as Park Owner, in its sole discretion, may determine.

This Guaranty and all documents which have been or may be hereinafter furnished by the undersigned to Park Owner may be reproduced by Park Owner by any photographic, photostatic, microfilm, microcard, miniature photographic, xerographic, or similar process, the original of which may thereafter be destroyed by Park Owner. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile, or further reproduction shall likewise be admissible in evidence.

This Guaranty shall be governed, construed, and interpreted in accordance with the laws of the State of New Hampshire to the jurisdiction of whose courts the undersigned submits for all matters in connection herewith.

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

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

**WITNESS** the execution hereof this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name:

**Olson's Mobile Home Court**  
**1 Darlene Lane**  
**Littlefield, NH 03052**

STATE OF NEW HAMPSHIRE  
HILLSBOROUGH COUNTY, SS.

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_

Before me,

\_\_\_\_\_  
Justice of the Peace  
Notary Public  
My commission expires:

[insert name]

[insert date]

[Please place notary seal here]

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