

EXHIBIT 1

GUARANTY

THIS GUARANTY ("Guaranty") is dated as of September 27, 2007 and is made by INHERITANCE CAPITAL GROUP, LLC, a Michigan limited liability company ("Guarantor"), for the benefit of ORIX REAL ESTATE CAPITAL, INC., a Delaware corporation, its successors and assigns ("Lender").

RECITALS

A. Lender has agreed to loan up to the principal amount of \$41,250,000 (the "Loan") to RTP LLC, a Michigan limited liability company ("Borrower") pursuant to the terms and conditions of a certain Loan and Security Agreement of even date herewith (as amended from time to time, the "Loan Agreement") by and between Borrower and Lender. All capitalized terms not otherwise defined in this Guaranty shall have the meanings given them in the Loan Agreement.

B. Lender has required, as a condition precedent to extension and disbursement of the Loan to Borrower and in consideration therefor, the execution and delivery of this Guaranty by Guarantors.

C. Guarantor has an interest in Borrower, and having a financial interest in the Property, have agreed to execute and deliver this Guaranty to Lender.

NOW THEREFORE, in consideration of the Recitals set forth above and hereby incorporated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby agrees as follows:

1. Liabilities. Notwithstanding any exculpation or other provisions in any Loan Document to the contrary, Guarantor agrees to be personally liable for the payment and satisfaction of each and all of the following (collectively, "Guarantor's Liabilities"):

(a) All Losses and Expenses arising from any of the following:

(i) any gross negligence or willful misconduct of Borrower or Guarantor or any of their respective Affiliates, agents, employees, attorneys-in-fact or representatives (and in the case of any agent or representative, such agent or representative had actual, apparent, ostensible or implied authority);

(ii) any removal or disposal of any portion of the Property or the Collateral by Borrower or Guarantor or any of their respective Affiliates, agents or representatives after an Event of Default;

(iii) any security deposits, advance deposits or any other deposits collected with respect to the Property which were not delivered to Lender, except to the extent any such security deposits were applied in accordance with the terms and conditions of any of the Leases as expressly permitted by the Loan Agreement;

(iv) any insurance policy required by the Loan Documents has not been obtained or is no longer in full force and effect;

(v) any payment of fees to Borrower, any Guarantor or an Affiliate of Borrower or any Guarantor following an Event of Default except as expressly permitted by the Loan Documents;

(vi) any failure to pay when due the Monthly Tax Deposit or the Monthly Insurance Deposit to the extent Revenue was available for such purpose;

(vii) any rent being paid more than one (1) month in advance and not applied to operating expenses of the Property or payment of the Indebtedness;

(viii) any failure to pay charges for labor or materials or other charges that could result in the creation of Liens on any portion of the Property;

(ix) any hiring of employees in violation of the Loan Documents;

(x) any use of Revenues generated after the occurrence of any Cash Trap Event or Default for purposes other than payment of usual and customary operating expenses of the Property or the Indebtedness,

(xi) any use of Loss Recoveries for purposes other than as designated pursuant to the Loan Agreement;

(xii) any failure to cause all Revenues to be deposited into the Blocked Account in accordance with the requirements of the Loan Agreement;

(xiii) any physical loss or damage affecting the Property resulting from the intentional acts of Borrower, any Guarantor or any of their respective agents or Affiliates, or any intentional physical or economic waste with respect to the Property or any part thereof;

(xiv) failure of the Property to comply with the Americans with Disabilities Act; and

(xv) any failure to allow inspections of the Property or access to Borrower's books and records as required by any of the Loan Documents.

(b) Without limiting the generality of subparagraphs (a) or (b) above, all of the Indebtedness and other Obligations (including Losses and Expenses) in the event of:

(i) any fraud or any material misrepresentation by or on behalf of Borrower or Guarantor (including by their respective employees, agents, Affiliates and attorneys-in-fact) in connection with the Loan, obtaining any consent or determination from Lender or the submission of financial information;

(ii) any Transfer, sale, conveyance, assignment, further encumbrance, other transfer or the creation of a security interest, by Borrower or Guarantor of title to, or an ownership interest in, the Property or any other Collateral or any voluntary imposition by Borrower or Guarantor of a Lien upon the Property or any other Collateral unless expressly permitted under the Loan Documents;

(iii) any acquisition of assets or incurrence of indebtedness by Borrower in violation of any provision of the Loan Documents or any other material breach of Borrower's covenant to maintain its existence as a Single Purpose Entity;

(iv) the commencement of an Insolvency Proceeding by Borrower or Guarantor or collusion or cooperation by Borrower or Guarantor with any third party to commence an Insolvency Proceeding against Borrower;

(v) an Affiliate, officer, director or representative which Controls, directly or indirectly, Borrower or Guarantor filing, or joining in the filing of, an involuntary petition against Borrower or Guarantor under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or soliciting or causing to be solicited another creditor for the purpose of commencing any such involuntary petition against Borrower or Guarantor;

(vi) Borrower or Guarantor filing an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against Borrower or Guarantor by any other Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law;

(vii) Borrower or Guarantor consenting to or acquiescing in or joining in an application for the appointment of a custodian, receiver, trustee, or examiner for Borrower or Guarantor or any portion of the Property or the Collateral or Borrower or Guarantor making an assignment for the benefit of creditors;

(viii) Borrower, Guarantor or any Affiliate of Borrower or Guarantor contesting or in any way interfering with, directly or indirectly, any foreclosure action, UCC sale or other remedy exercised by Lender upon the occurrence of any Event of Default whether by making any motion, bringing any counterclaim, claiming any defense, seeking any

injunction or other restraint, commencing any action, or otherwise, excluding, however, (a) Borrower's or Guarantor's good faith contest of the existence of an Event of Default and (b) exercise by Borrower of any right of redemption available under Applicable Laws; or

(ix) any distributions by Borrower of cash or assets after an Event of Default or the occurrence of a Cash Trap Event.

The term "Losses and Expenses" means (a) all losses, damages, direct or consequential, and liabilities which Lender or any subsequent holder of the Note may pay or incur, including protective advances and the cost of appraisals, site investigation, engineering reports and surveys, audits or other investigations and (b) all reasonable attorneys' fees, court costs and other legal expenses and all other costs and expenses of any kind which Lender or any subsequent holder of the Note may pay or incur in attempting to collect, compromise or enforce, in any respect, any of Guarantor's Liabilities, whether or not suit is ever filed, and whether or not in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving Borrower, any Guarantor or any other guarantor. If Lender pays any such cost or expense, "Losses and Expenses" shall also include interest at the Default Rate on any such payment from the date such cost or expenses is incurred until repayment to Lender in full.

2. Absolute Guaranty.

(a) This Guaranty is an absolute, independent and present guaranty of payment and performance and not of collection. Lender shall not be required to prosecute collection, enforcement or other remedies against Borrower or any other person or party that may be obligated for all or any part of Guarantor's Liabilities nor to pursue any other rights or remedies before seeking satisfaction of Guarantor's Liabilities. Guarantor shall pay all of Guarantor's Liabilities to Lender in full immediately upon demand. One or more successive actions may be brought against Guarantor, as often as Lender deems advisable, until all of Guarantor's Liabilities are paid and performed in full.

(b) Guarantor hereby agrees to indemnify, defend and save harmless Lender from and against any and all costs, losses, liabilities, claims, causes of action, expenses and damages, including reasonable attorneys' fees and disbursements, which Lender may suffer or which otherwise may arise by reason of Borrower's failure to pay or perform any of the Indebtedness or the Obligations when due, irrespective of whether such costs, losses, liabilities, claims, causes of action, expenses or damages are incurred by Lender prior or subsequent to (i) Lender's declaring the principal, interest and other sums evidenced or secured by the Loan Documents to be due and payable, (ii) the commencement or completion of a judicial or non-judicial foreclosure of the Deed of Trust or (iii) the conveyance of all or any portion of the Property by deed-in-lieu of foreclosure.

(c) Guarantor agrees that no portion of any sums applied (other than sums received from Guarantor in full or partial satisfaction of its obligations hereunder), from time to time, in reduction of the Indebtedness shall be deemed to

have been applied in reduction of the Guarantor's Liabilities until such time as the Debt has been paid in full, or Guarantor shall have made the full payment required hereunder, it being the intention hereof that the Guarantor's Liabilities shall be the last portion of the Indebtedness to be deemed satisfied.

3. **Representations and Warranties.** Guarantor hereby represents and warrants to Lender as follows:

(a) **Review of this Guaranty and the Loan Documents.** Guarantor has reviewed with the benefit of its legal counsel the terms of this Guaranty and each other Loan Document.

(b) **Organization; Authorization.** If Guarantor is not a natural person, Guarantor is duly organized, validly existing and in good standing under the laws of the State of its formation, and has duly qualified and is in good standing under the laws of each other State in which its activities require that it be qualified. Guarantor has all requisite partnership or corporate (as the case may be) power and all material governmental licenses, authorizations, consents, and approvals necessary to own its assets and carry on its business as now being conducted. Guarantor delivered this Guaranty executed by the proper individuals pursuant to proper authority duly granted.

(c) **Enforceability.** Each obligation under this Guaranty is legal, valid, binding and enforceable against Guarantor in accordance with its terms.

(d) **Financial Statements.** The financial statements furnished on behalf of Guarantor to Lender in connection with this Guaranty or the Loan Documents are: (a) true and correct in all material respects; (b) have been prepared in accordance with generally accepted accounting principles consistently applied; and (c) present fairly the financial condition of Guarantor as of the respective dates thereof. No material adverse change has occurred in the financial condition of Guarantor since the effective dates of such financial statements.

(e) **No Existing Defaults and No Litigation.** Guarantor is not in default under any agreement, and no event has occurred that with the passage of time and/or the giving of notice would constitute a default under any agreement, the effect of which could materially adversely affect performance of Guarantor's obligations under this Guaranty. There are no litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or, to the best of Guarantor's knowledge, threatened against Guarantor before any court or other governmental authority of any kind which could materially adversely affect performance of Guarantor's obligations under this Guaranty. Neither the execution and delivery of this Guaranty nor compliance with the terms and provisions of this Guaranty will violate any applicable law, rule, regulation, judgment, decree or order, or will conflict with or result in any breach of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind that creates,

represents, evidences or provides for any lien, charge or encumbrance upon any of the property or assets of Guarantor, or any other indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Guarantor is a party or to which Guarantor or the property of Guarantor may be subject.

(f) **No Misstatements or Omissions.** This Guaranty does not contain any untrue statement of fact nor omit to state any fact material to this Guaranty. Guarantor has no knowledge of any material fact, inaccuracy or untruth concerning the Borrower or Borrower's financial condition which has not been disclosed to Lender and might adversely affect Lender's determination to enter into or arrange disbursement of the Loan.

(g) **Governmental Approval.** No registration with or consent or approval of, or other action by, any Federal, state, municipal or other governmental agency, authority or regulatory body, domestic or foreign, relating to Guarantor is or will be required in connection with the execution, delivery and performance of this Guaranty.

(h) **Loans to Borrower.** Borrower has no unpaid loans or advances from, or other obligations to, Guarantor.

(i) **Financial Condition.** As of the date hereof, Guarantor has (i) cash on hand of no less than \$1,364,589.11, and (ii) a tangible net worth (which is identified on Guarantor's June 30, 2007 financial statement as "Total Equity"), determined in accordance with generally accepted accounting principles consistently applied, of not less than \$12,525,940 (excluding the value of Guarantor's direct or indirect investment in the Property).

4. **Indemnities.** Guarantor hereby indemnifies Lender and agrees to defend and hold Lender harmless from and against any loss, cost, damage or expense occurring by reason of a breach of the representations, warranties or covenants set forth in this Guaranty, and the loss, mitigation, subordination or other consequences adverse to Lender by reason of this Guaranty being challenged as a preference or suffering any other subjugation under any bankruptcy or other law, whether state or federal, affecting debtors, creditors and/or the relationship between such parties.

5. **Covenants.** For as long as this Guaranty shall remain in effect, Guarantor hereby covenants and agrees as follows:

(a) **Net Worth: Periodic Financial Reports.** At all times during the term of the Loan, Guarantor shall maintain: (i) a tangible net worth (which is identified on Guarantor's June 30, 2007 financial statement as "Total Equity"), determined in accordance with generally accepted accounting principles consistently applied, of not less than \$5,000,000 (excluding the value of Guarantor's direct or indirect investment in the Property); and (ii) cash and readily marketable securities in an amount not less than \$500,000. No later than

forty-five (45) days after the end of each calendar quarter and within ninety (90) days of the end of each calendar year, Guarantor shall submit to Lender financial statements containing statements of income and expenses for the previous calendar quarter and assets and liabilities as of the last day of the previous calendar quarter or, as applicable, as of the last day of the preceding calendar year, to demonstrate Guarantor's compliance with the foregoing financial covenant. Such statements shall be certified as true, correct and complete in all materials respects and not misleading as to Guarantor's financial condition, and in addition to the foregoing, the annual financial statements of Guarantor shall be audited by an independent certified public accounting firm approved by Lender (Lender hereby acknowledges that UHY Advisors MI, Inc. and Waxenberg & Mueller PLLC are approved certified public accounting firms). In addition to any financial reports required under the Deed of Trust, within 10 days after the request of Lender, Guarantor shall deliver to Lender a copy of Guarantor's unaudited balance sheet, income statement and statement of changes in financial position for the immediately preceding fiscal year. Each such report shall: (a) include a schedule of all material contingent liabilities and all other notes and schedules relating thereto; (b) be in a form reasonably satisfactory to Lender; and (c) be accompanied by a certification by the manager of Guarantor to Lender that such report: (i) has been prepared in accordance with generally accepted accounting principles consistently applied; (ii) presents fairly the financial condition of Guarantor as of the respective dates thereof; and (iii) shows all direct and contingent material liabilities of Guarantor as of such dates. In addition, Guarantor shall deliver to Lender from time to time such other financial statements and information as Lender may reasonably request.

(b) Transfers, Sales, Etc. Guarantor shall not sell, lease, transfer, convey or assign any of Guarantor's material assets, directly or indirectly, unless: (i) Guarantor shall receive adequate consideration for such assets; and (ii) such transaction will not have a material adverse affect on the financial condition of Guarantor.

(c) Rescinded or Returned Payments. If at any time any part of any payment previously applied by Lender to any of Guarantor's Liabilities is rescinded or returned by Lender for any reason, including the insolvency, bankruptcy or reorganization of Borrower or any other party, Guarantor's Liabilities shall be deemed to have continued in existence to the extent that such payment is rescinded or returned, and this Guaranty shall be reinstated as to Guarantor's Liabilities as though such payment by Guarantor and prior application by Lender had not been made.

(d) Certain Permitted Actions of Lender. Lender may from time to time, in Lender's sole discretion and without notice to Guarantor, take any of the following actions without in any way affecting the obligations of Guarantor: (i) obtain a security interest in any property to secure any of the Indebtedness or the Obligations or any obligation hereunder; (ii) obtain the primary or secondary obligation of any additional obligor or obligors with respect to any of the

Indebtedness or the Obligations; (iii) extend, modify, subordinate, exchange or release any of the Indebtedness or the Obligations; (iv) modify, subordinate, exchange or release Lender's security interest in any part of any property securing any of the Indebtedness or the Obligations or any obligation hereunder, or extend, modify, subordinate, exchange or release any obligations of any obligor with respect to any such property; (v) alter the manner or place of payment of the Indebtedness or the Obligations; (vi) enforce this Guaranty against Guarantor for payment of any of Guarantor's Liabilities, whether or not Lender shall have (A) proceeded against Borrower or any other guarantor or any other party primarily or secondarily obligated with respect to any of Guarantor's Liabilities or any Indebtedness or (B) resorted to or exhausted any other remedy or any other security or collateral; and (vii) foreclose on, take possession of or sell any of the collateral or security for Guarantor's Liabilities or enforce any other rights under any other Loan Document.

(e) **Lender's Option to Release.** Lender may from time to time in Lender's sole and absolute discretion (i) release any one or more Guarantors from any or all of Guarantors' obligations and liabilities hereunder and/or (ii) release Borrower or any other obligor from any of the Indebtedness or the Obligations, all without notice to Borrower, any Guarantor or any other party and without in any way releasing or affecting the liability of Guarantor hereunder not a part of any such release.

(f) **Application of Payments.** Lender may apply any payment made on account of the Indebtedness or the Obligations toward such of the Indebtedness or the Obligations, and in such order as Lender may from time to time elect in Lender's sole discretion, whether or not the Indebtedness or the Obligations are guaranteed hereby, otherwise secured or due at the time of application.

(g) **Subordination.** Guarantor hereby subordinates any debts, obligations, claims or liens of Guarantor against Borrower and/or with respect to the Property and other Collateral, of any kind (including any right of Guarantor to a return of any capital contributed to Borrower), to all of Guarantor's Liabilities and to any other claims or liens of Lender against Borrower or the property of any of them. Upon any notice by Lender to Borrower of any Event of Default under any Loan Document, Guarantor shall enforce any of Guarantor's claims or liens as trustee for Lender, and shall cause any receipts to be paid over to Lender without affecting in any manner the liability of Guarantor under this Guaranty except to the extent of such payment. Except as provided in the preceding sentence, until the Indebtedness is paid in full and all of Lender's obligations under the Loan Documents have terminated, Guarantor shall not, without Lender's consent, take any action of any kind to enforce any debts, claims or liens of Guarantor against Borrower and/or with respect to the Property or other Collateral. As long as no such notice of default has been given by Lender, Guarantor may apply to Guarantor's own account payments made to Guarantor by or on behalf of Borrower.

(h) Certain Events Not Affecting Obligations of Guarantor. The obligations of Guarantor hereunder shall not be affected by any of the following: (i) any lack of validity or enforceability of any of the Loan Documents; (ii) the release or discharge of Borrower or any other Guarantor in any creditors' receivership, bankruptcy, reorganization, insolvency, or other proceeding; (iii) the rejection or disaffirmance in any such proceeding of any of Guarantor's Liabilities (iv) the impairment or modification of any of Guarantor's Liabilities, or of any remedy for the enforcement thereof, or of the estate of Borrower or any other Guarantor in bankruptcy, resulting from any present or future federal or state bankruptcy law or any other law of any kind or from the decision or order of any court or other governmental authority; (v) any disability or defense of Borrower or any other Guarantor; (vi) the cessation of the liability of Borrower or any other Guarantor for any cause whatsoever other than payment and performance in full of all of the Indebtedness and the Obligations of Guarantor's Liabilities, respectively; (vii) any sale, assignment, transfer or other conveyance (including any conveyance in lieu of foreclosure or any collateral sale pursuant to the Uniform Commercial Code) of any of the security for any of Guarantor's Liabilities, regardless of the amount received by Lender in connection therewith; or (viii) any disability or defense of any kind now existing of Guarantor with respect to any provision of this Guaranty.

(i) No Obligation of Lender Regarding Security Interest. Lender shall have no obligation to obtain, perfect or retain a security interest in any property to secure any of Guarantor's Liabilities or this Guaranty (including any mortgage or security interest contemplated by the Loan Documents), or to protect or insure any such property.

(j) Filing of Certain Claims. Guarantor shall promptly file in any bankruptcy or other proceeding in which the filing of claims is required by law all claims and proofs of such claims which Guarantor may have against Borrower, and will collaterally assign to Lender or its nominee all rights of Guarantor thereunder. If Guarantor does not so file, Guarantor hereby irrevocably authorizes Lender or Lender's nominee to do so, either (in Lender's discretion) as attorney-in-fact for Guarantor, or in the name of Lender or Lender's nominee. In all such cases, any party authorized to pay such claim shall pay to Lender or its nominee the full amount thereof.

(k) Obligations and Taxes. Guarantor shall pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon Guarantor or upon Guarantor's income or profits or in respect of Guarantor's property before the payment shall become delinquent or in default; provided, however, that Guarantor shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment or governmental charge or levy so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and Guarantor shall, to the extent required by generally accepted accounting principles applied on a consistent basis, have set aside on Guarantor's books adequate reserves with respect thereto.

6. Waivers. Guarantor hereby expressly waives:

(a) Notices. Notice of the acceptance by Lender of this Guaranty, notice of the existence, creation or non-payment of any of Guarantor's Liabilities, presentment, demand, notice of dishonor, protest, notice of protest, and all other notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, except any specifically required by this Guaranty.

(b) Disclosures About Borrower. Any obligation Lender may have to disclose to any Guarantor any facts Lender now or hereafter may know or have reasonably available to it regarding Borrower or Borrower's financial condition, any Guarantor or any Guarantor's financial condition, or regarding the Property or any other Collateral for the Loan whether or not Lender has a reasonable opportunity to communicate such facts or has reason to believe that any such facts are unknown to Guarantor or materially increase the risk to Guarantor beyond the risk Guarantor intends to assume hereunder. Guarantor shall be fully responsible for keeping informed of the financial condition of Borrower and all other Guarantors and of all other circumstances bearing on the risk of nonpayment or nonperformance of Guarantor's Liabilities.

(c) Diligence in Collection. All diligence in collection of any of Guarantor's Liabilities, any obligation hereunder, or any guaranty or other security for any of the foregoing.

(d) Benefit of Certain Laws. The benefit of all appraisalment, valuation, marshaling, forbearance, stay, extension, reinstatement, redemption, homestead, exemption and moratorium laws now or hereafter in effect.

(e) Certain Defenses. Any defense based on the incapacity, lack of authority, death or disability of any other person or entity (including, without limitation, any other Guarantor) or the failure of Lender to file or enforce a claim against the estate of any other person or entity (including, without limitation, any other Guarantor) in any administrative, bankruptcy or other proceeding.

(f) Election of Remedies Defense. Any defense based on an election of remedies by Lender, whether or not such election may affect in any way the recourse, subrogation or other rights of any Guarantor against Borrower or any other person (including, without limitation, any other Guarantor) in connection with Guarantor's Liabilities.

(g) Defenses Relating to Collateral Sale. Any defense based on the failure of Lender to: (i) provide notice to any Guarantor of a sale or other disposition (including any collateral sale pursuant to the Uniform Commercial Code) of any of the security for any of Guarantor's Liabilities; or (ii) conduct such a sale or disposition in a commercially reasonable manner.

(h) Defenses Relating to Loan Administration. Any defense based on the negligence of Lender in administering the Loan, or taking or failing to take

any action in connection therewith or any claim based on allegations that Lender failed to act in a commercially reasonable manner or failed to exercise any obligation of good faith and fair dealing.

(i) **Right to Enforce Lender's Remedies.** Any right to enforce any remedies or to participate in any security Lender now has, or later may have, against Borrower or any other Guarantor or other party, or any requirement to exhaust any remedies, whether by subrogation or otherwise, or any requirement to mitigate damages, until all of the Indebtedness has been paid to Lender and all other Obligations have been performed.

7. **Miscellaneous.**

(a) **Continuing Guaranty.** This Guaranty is absolute, unconditional and irrevocable and shall in all respects be a continuing guaranty of payment and performance (and not merely a guaranty of collection) and a primary obligation of Guarantor and shall not be subject to any counterclaim, set-off, abatement, deferment or defense based on any claim that Guarantor may have against Lender, Borrower, any other guarantor, or any other person or entity. This Guaranty shall remain in full force and effect until all of the following have occurred: (i) all of Guarantor's Liabilities have been satisfied in full; and (ii) Lender has no further obligation to make any advance under the Loan Documents. No notice of discontinuance or revocation shall affect any of the obligations of any Guarantor hereunder or of Borrower or of any other obligor with respect to any of Guarantor's Liabilities. Lender shall not be obligated to accept at any time any deed in lieu of foreclosure, and all obligations of Guarantor hereunder shall survive foreclosure or any deed in lieu of foreclosure which Lender may accept, to the extent any of Guarantor's Liabilities remain unsatisfied.

(b) **Obligations; Successors and Assigns.** All obligations under this Guaranty shall be binding upon Guarantor, and upon Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Lender, each holder of the Note and the successors and assigns of each holder of the Note.

(c) **Assignment by Lender.** Lender may from time to time, without notice to Borrower or Guarantor, assign or transfer any interest in any of Guarantor's Liabilities by loan participation or otherwise, and notwithstanding such assignment or transfer, such Guarantor's Liabilities shall remain Guarantor's Liabilities for purposes of this Guaranty.

(d) **No Exculpation.** No exculpatory, "non-recourse", "limited recourse", or other language contained in any other Loan Document or in any other document shall in any way prevent or limit Lender from enforcing this Guaranty against Guarantor personally.

(c) Legal Tender of United States. All payments hereunder shall be made in coin or currency which at the time of payment is legal tender in the United States of America for public and private debts.

(f) Time of Essence. Time is of the essence of this Guaranty.

(g) Definitions; Captions; Gender. With respect to any reference in this Guaranty to any defined term: (i) if such defined term refers to a person, or a trust, corporation, partnership or other entity, then it shall also mean all heirs, personal representatives, successors and assigns of such person or entity; and (ii) if such defined term refers to a document, instrument or agreement, then it shall also include any replacement, extension or other modification thereof. Captions contained in this Guaranty in no way define, limit or extend the scope or intent of their respective provisions. Use of the masculine, feminine or neuter gender and of singular and plural shall not be given the effect of any exclusion or limitation herein. The use in this Guaranty of the term "including", and related terms such as "include", shall in all cases mean "including, without limitation".

(h) Notices. All Notices given under or pursuant to this Guaranty shall be in writing and shall be (a) delivered in person, in which event the Notice shall be deemed received when delivery is actually made, (b) telecopied, in which event the Notice shall be deemed received on the date of transmission if transmission is confirmed before 4:00 p.m. Chicago time on a Business Day or if transmission is confirmed after 4:00 p.m. Chicago time, then on the next Business Day provided that the sender obtains electronic confirmation of receipt and that a copy of such Notice is also delivered pursuant to clause (a) or (c); or (c) sent by a nationally recognized overnight courier for next business day delivery, in which event the Notice shall be deemed received on the first Business Day after delivery to, and acceptance for delivery by, the courier. All such Notices intended for Lender shall be delivered, with a copy to its attorney, to their respective Addresses provided in the Loan Agreement and if sent by facsimile such Notices shall be sent to the facsimile numbers set forth in the Loan Agreement. Either party may change its Address or facsimile number by giving written notice to the other in accordance with the foregoing notice provision.

Guarantor's Address for Notices is:

Inheritance Capital Group, LLC
25900 W. 11 Mile Road
Suite 260
Southfield, MI 48034
Attn: Adrienne Lance Lucas
Facsimile No.: (248) 443-1545

With a copy to:

Cumby & Weems LLP
938 Lincoln Avenue
Springfield, PA 19064
Attn: Kandance Weems Norris
Facsimile No: (610) 543-7975

(i) Entire Agreement. This Guaranty constitutes the entire agreement of Guarantor for the benefit of Lender with respect to the subject matter hereof and supersedes any prior agreements with respect to the subject matter hereof.

(j) No Modification Without Writing. This Guaranty may not be terminated or modified in any way nor can any right of Lender or any obligation of Guarantor be waived or modified, except by a writing signed by Lender and Guarantor.

(k) Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of Borrower and any other guarantor of any of the Indebtedness. In the event of any default hereunder, Lender may institute a separate action against Guarantor with or without joining or instituting a separate action against Borrower or against any other guarantor or obligor of any of the Indebtedness.

(l) Financial Risk. Guarantor shall be fully responsible for keeping himself, herself or itself, as the case may be, informed of the financial condition of Borrower and any other guarantor and of all other circumstances bearing on the risk of nonpayment or nonperformance of the Indebtedness or Obligations.

(m) Severability. Each provision of this Guaranty shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Guaranty shall in any respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Guaranty.

(n) Cumulative. The obligations of Guarantor hereunder are in addition to any other obligations Guarantor may now or hereafter have to Lender, and shall not be affected in any way by the delivery to Lender by Guarantor or any other guarantor of any other guaranty, or any combination thereof. All rights and remedies of Lender and all obligations of Guarantor under this Guaranty are cumulative. In addition, Lender shall have all rights and remedies available to Lender in law or equity for the enforcement of this Guaranty.

(o) Effect of Lender's Delay or Action. No delay by Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy. No action of Lender permitted hereunder shall in any way impair or otherwise affect any right of

Lender or obligation of any Guarantor under this Guaranty. Lender shall not be liable in any way for any decrease in the value or marketability of any property securing any of Guarantor's Liabilities which may result from any action or omission of Lender in enforcing any part of this Guaranty.

(p) **Subrogation.** Until all of Guarantor's Liabilities have been paid to Lender, and all periods under applicable bankruptcy law for the contest of any payment by any Guarantor as a preferential or fraudulent payment have expired, Guarantor knowingly and with advice of counsel, waives, relinquishes, releases and abandons all rights and claims to indemnification, contribution, reimbursement, subrogation and payment which Guarantor may now or hereafter have by and from Borrower and Borrower's successors and assigns, for any payments made by Guarantor to Lender, including without limitation, any rights which might allow Borrower, Borrower's successors and assigns or creditors, or a trustee in bankruptcy of Borrower to claim in bankruptcy or any other similar proceedings that any payment made by Borrower or Borrower's successors and assigns to Lender was on behalf of or for the benefit of Guarantor and that such payment is recoverable by Borrower, a creditor or trustee in bankruptcy of Borrower as a preferential payment, fraudulent conveyance, payment of an insider or any other classification of payment which may otherwise be recoverable from Lender. Guarantor further waives any defense based upon an election of remedies by Lender which destroys or otherwise impairs any subrogation rights of such Guarantor to proceed against Borrower.

(q) **Joint and Several.** Guarantor's Liabilities shall be the joint and several obligations and liabilities of Guarantor, Borrower and any other guarantor of all or part of the Indebtedness or Obligations. Notwithstanding any provisions of this Guaranty to the contrary, it is intended that the joint and several nature of the liability of Guarantor's Liabilities and the liens and security interests, if any, granted as security for the Indebtedness or Obligations, not constitute a fraudulent conveyance under the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time (a "Fraudulent Conveyance"). Consequently, if the liability of Guarantor for Guarantor's Liabilities, or any liens or security interests granted by Guarantor securing Guarantor's Liabilities would, but for the application of this sentence, constitute a Fraudulent Conveyance, the liability of Guarantor and the liens and security interests securing such liability shall be valid and enforceable only to the maximum extent that would not cause such liability or such lien or security interest to constitute a Fraudulent Conveyance, but liability of Guarantor hereunder shall be unaffected.

(r) **Unconditional Obligations.** The obligations of Guarantor shall be unconditional, irrespective of (i) the institution of any proceeding under the Bankruptcy Code, or any similar proceeding, by or against Guarantor or Borrower or Lender's election in any such proceeding of the application of Section 1111(b)(2) of the Bankruptcy Code; (ii) any borrowing or grant of a security

interest by Borrower as debtor-in-possession, under Section 364 of the Bankruptcy Code; (iii) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of Lender's claim(s) for repayment of any of Guarantor's Liabilities; or (iv) any other circumstance other than payment in full of Guarantor's Liabilities which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(s) Governing Law. THE TERMS OF THE LOAN AND THIS GUARANTY WERE EACH NEGOTIATED IN THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING LOAN TRANSACTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THEREFORE, THIS GUARANTY SHALL BE CONSTRUED AND INTERPRETED WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ILLINOIS CHOICE OF LAW PRINCIPLES.

(t) CONSENT TO JURISDICTION. GUARANTOR ACKNOWLEDGES THAT LENDER'S PRINCIPAL OFFICE IS LOCATED IN CHICAGO, ILLINOIS AND THAT LENDER MAY BE IRREPARABLY HARMED IF REQUIRED TO INSTITUTE OR DEFEND ANY ACTION IN ANY JURISDICTION OTHER THAN THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION OR THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS. THEREFORE, GUARANTOR IRREVOCABLY: (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING RELATING TO THIS GUARANTY MAY BE BROUGHT ONLY IN THE CIRCUIT COURT OF COOK COUNTY OR FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION AT LENDER'S OPTION; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; (C) WAIVES ANY OBJECTION WHICH GUARANTOR MAY HAVE TO THE LAYING OF VENUE IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS; AND (D) AGREES TO JOIN LENDER IN ANY PETITION FOR REMOVAL TO ANY OF SUCH COURTS.

(u) WAIVER OF JURY TRIAL. GUARANTOR AND LENDER BY ITS ACCEPTANCE OF THIS GUARANTY, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE THIS GUARANTY OR BASED UPON OR ARISING OUT OF THE SUBJECT MATTER OF THIS GUARANTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR AND LENDER, AND GUARANTOR ACKNOWLEDGES THAT NEITHER LENDER NOR ANY

PERSON ACTING ON BEHALF OF LENDER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GUARANTOR AND LENDER EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS GUARANTY AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FURTHER DEALINGS.

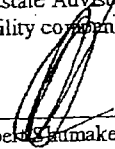
8. Certain Provisions of the Loan Agreement. Without limiting Guarantor's Liabilities, Guarantor acknowledges and agrees to be personally bound by and liable for the performance of the provisions of Sections 9.10 and 9.21 of the Loan Agreement.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

INHERITANCE CAPITAL GROUP, LLC, a Michigan limited liability company

By: ICG Real Estate Advisors, LLC, a Michigan limited liability company, its Manager

By: 
Robert Saumake
Its: Manager