**GUARANTY**

Loan No. {Deal\_\_r.Deal\_Loan\_Number\_\_c}

This GUARANTY dated as of {Deal\_\_r.CloseDate | addDaysFull:0} (as amended, restated, supplemented or otherwise modified from time to time, this “**Guaranty**”), is made by {#Deal\_Contacts\_\_r.Guarantors} {Deal\_Contacts\_\_r.Contact\_Name\_\_c}, individual resident of the State of {Deal\_Contacts\_\_r.Contact\_\_r.MailingState}, {/Deal\_Contacts\_\_r.Guarantors} (together with his, her, its or their respective heirs, executors, administrators, personal representatives, **[and jointly and severally and individually and collectively, ]**”**Guarantor**”), in favor of COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company (together with its successors and assigns, “**Lender**”).

**RECITALS:**

WHEREAS, reference is made to that certain Loan Agreement, dated as of the date hereof, by and between {Deal\_\_r.Borrower\_Entity\_\_r.Name | upperCase}, a {Deal\_\_r.Borrower\_Entity\_\_r.Company\_Jurisdiction\_\_c} {Deal\_\_r.Borrower\_Entity\_\_r.Entity\_Type\_\_c} (“**Borrower**”), and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, Guarantor is a direct or indirect owner of an equity interest in Borrower, and accordingly will derive substantial direct and indirect benefits from the transactions contemplated by the Loan Agreement.

WHEREAS, to induce Lender to make the Loan in the **[maximum]** principal amount of {Deal\_\_r.LOC\_Commitment\_\_c | formatCurrencyText} and No/100 Dollars ({Deal\_\_r.LOC\_Commitment\_\_c | formatCurrency}), Guarantor has agreed to execute and deliver this Guaranty.

NOW, THEREFORE, in consideration of the covenants set forth in this Guaranty, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the Loan to Borrower, Guarantor hereby represents, warrants and covenants to Lender as follows:

# NATURE AND SCOPE OF GUARANTY

## **Guaranty of Obligation**. Guarantor**[,jointly and severally,]** hereby irrevocably, absolutely and unconditionally guarantees the payment and performance of the Guaranteed Obligations (as defined below) as and when the same shall be due and payable, whether by lapse of time, by acceleration of maturity or otherwise. Guarantor hereby irrevocably, absolutely and unconditionally covenants and agrees that it is liable for the Guaranteed Obligations as a primary obligor.

## **Definition of Guaranteed Obligations**. As used herein, the term “**Guaranteed Obligations**” means:

### the due and prompt payment by Borrower of:

#### the principal of and premium, if any, and interest at the rate specified in the Loan Agreement (including default interest and interest accruing during the pendency of any proceeding under the Bankruptcy Code, regardless of whether allowed or allowable in such proceeding (“**Post-Petition Interest**”), on the Loan, when and as due, whether at scheduled maturity, date set for prepayment, by acceleration or otherwise, and

#### all other monetary Obligations of Borrower to Lender under the Loan Documents, when and as due, including fees, costs, expenses (including, without limitation, reasonable fees and expenses of counsel incurred by Lender in enforcing any rights under the Loan Documents), contract causes of action and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any proceeding under the Bankruptcy Code, regardless of whether allowed or allowable in such proceeding); and

### the due and prompt performance of all covenants, agreements, liabilities and other Obligations of Borrower under the Loan Documents.

Guarantor further agrees that all or any part of the Guaranteed Obligations may be increased, extended, substituted, amended, renewed or otherwise modified without notice to or consent from Guarantor and such actions shall not affect the liability of Guarantor hereunder. Without limiting the generality of the foregoing, Guarantor’s liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by Borrower to Lender under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under the Bankruptcy Code involving Borrower. It is understood that the obligations of Borrower to Lender may at any time and from time to time exceed the liability of Guarantor hereunder without impairing this Guaranty, and Guarantor agrees that regardless of the manner of application of payments made by Borrower to Lender, all such payments shall be deemed to be applied first to the portion of the obligations of Borrower which are not guaranteed hereunder and last to the portion of the such obligations which are guaranteed hereunder.

## **Nature of Guaranty**. This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance and not a guaranty of collection. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any Guaranteed Obligations arising or created after any attempted revocation by Guarantor. This Guaranty may be enforced by Lender and any subsequent holder of the Note and shall not be discharged by the assignment or negotiation of all or part of the Note.

## **Guaranteed Obligations Not Reduced by Offset**. The Guaranteed Obligations and the liabilities and obligations of Guarantor hereunder, shall not be reduced, discharged or released because or by reason of any existing or future offset, claim or defense of any Restricted Party, or any other party, against Lender or against payment of the Guaranteed Obligations, whether such offset, claim or defense arises in connection with the Guaranteed Obligations (or the transactions creating the Guaranteed Obligations) or otherwise.

## **Payment By Guarantor**. If all or any part of the Guaranteed Obligations is or shall give rise to a monetary obligation, and such monetary obligation shall not be punctually paid when due, Guarantor shall, immediately upon demand by Lender, and without presentment, protest, notice of protest, notice of non-payment, notice of intention to accelerate the maturity, notice of acceleration of the maturity, or any other notice whatsoever, pay in lawful money of the United States, the amount due on the Guaranteed Obligations to Lender at Lender’s address as set forth herein. Such demand(s) may be made at any time coincident with or after the time for payment of the Guaranteed Obligations. Such demand shall be deemed made, given and received in accordance with the notice provisions hereof.

## **No Duty To Pursue Others**. It shall not be necessary for Lender (and Guarantor hereby waives any rights which it may have to require Lender), in order to enforce the obligations of Guarantor hereunder, first to (a) institute suit or exhaust its remedies against any Loan Party or others liable for amounts due under the Guaranteed Obligations or any other Person, (b) institute suit or exhaust its remedies with respect to the obligations or any Person, (c) enforce Lender’s rights against any collateral which shall ever have been given to secure the Obligations, (d) enforce Lender’s rights against any other guarantor of the Guaranteed Obligations, (e) join any Loan Party or any others liable on the Guaranteed Obligations in any action seeking to enforce this Guaranty, (f) exhaust any remedies available to Lender against any collateral which shall ever have been given to secure the Loan, or (g) resort to any other means of obtaining payment of the Guaranteed Obligations. Lender shall not be required to mitigate damages or take any other action to reduce, collect or enforce the Guaranteed Obligations.

## **Waivers**. Guarantor agrees to the provisions of the Loan Documents, and hereby waives notice of (a) any loan made to any Loan Party, (b) acceptance of this Guaranty, (c) any amendment or extension of the Loan Agreement, the Security Instrument or of any other Loan Documents, (d) the execution and delivery by any Loan Party and Lender of any other loan or credit agreement or of Borrower’s or any Loan Party’s execution and delivery of any promissory notes or other documents arising under the Loan Documents or in connection with the Property or other Collateral, (e) Lender’s transfer or disposition of the Guaranteed Obligations, or any part thereof, (f) the occurrence of any Default or an Event of Default, (g) sale or foreclosure (or posting or advertising for sale or foreclosure) of any collateral under the Loan Documents, (h) protest, proof of non-payment or default by any Loan Party or any other guarantor of the Guaranteed Obligations and (i) any other action at any time taken or omitted by Lender, and, generally, all demands and notices of every kind in connection with this Guaranty or the Loan Documents.

## **Payment of Expenses**. Guarantor shall, immediately upon demand by Lender, pay all reasonable costs and out-of-pocket expenses (including court costs and attorneys’ fees, disbursements, costs and expenses) incurred by Lender in the enforcement hereof or the preservation of Lender’s rights hereunder and any and all damages, losses, claims, liabilities and related reasonable costs and out-of-pocket expenses, including court costs and attorneys’ fees, disbursements, costs and expenses incurred by Lender arising from any breach or failure to timely perform any provisions of this Guaranty by Guarantor.

## **Effect of Bankruptcy**. In the event that, pursuant to the Bankruptcy Code or any judgment, order or decision thereunder, Lender must rescind or restore any payment, or any part thereof, received by Lender in satisfaction of the Guaranteed Obligations (including pursuant to any settlement entered into by Lender in its discretion), as set forth herein, all obligations under this Guaranty shall be reinstated as though such payment had been due but not made at such time and remain in full force and effect and any prior release or discharge from the terms of this Guaranty given to Guarantor shall be without effect. It is the intention of Lender and Guarantor that Guarantor’s obligations hereunder shall not be discharged except by its performance of such obligations and then only to the extent of such performance.

## **Construction**. The term “Borrower”, “Loan Party” or “Restricted Party” as used herein shall include any new or successor corporation, association, partnership (general or limited), limited liability company, joint venture, trust or other individual or organization formed as a result of any merger, reorganization, sale, transfer, devise, gift or bequest of Borrower, any Loan Party or any Restricted Party or any interest in Borrower, any Loan Party or any Restricted Party. All references to sections, paragraphs, schedules and exhibits are to sections, schedules and exhibits in or to this Guaranty unless otherwise specified. Unless otherwise specified, the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Guaranty shall refer to this Guaranty as a whole and not to any particular provision of this Guaranty. The recitals to this Guaranty shall be deemed a part hereof and all exhibits and schedules attached hereto, if any, are incorporated herein by reference for all purposes. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined and “including” means including without limitation. Whenever the context requires, each gender shall include all other genders. Each reference to the “Guarantor” herein shall be deemed a reference to each Guarantor.

## **Obligations**. In no event shall Borrower be liable for any obligations of Guarantor under this Guaranty. Notwithstanding anything contained in this Guaranty or the Loan Documents, this Guaranty is not secured by the Security Instrument.

# EVENTS AND CIRCUMSTANCES NOT REDUCING OR DISCHARGING GUARANTOR’S OBLIGATIONS

Guarantor hereby consents and agrees to each of the following, and agrees that Guarantor’s obligations under this Guaranty shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and waives any common law, equitable, statutory or other rights (including without limitation rights to notice) that Guarantor might otherwise have as a result of or in connection with any of the following:

## **Modifications**. Any renewal, extension, increase, modification, alteration or rearrangement of all or any part of the Guaranteed Obligations, the Loan Documents, or any other document, instrument, contract or understanding between any Loan Party or Guarantor and Lender, or any other parties, pertaining to the Guaranteed Obligations or any failure of Lender to notify Guarantor of any such action.

## **Adjustment**. Any adjustment, indulgence, forbearance or compromise that might be granted or given by Lender to any Loan Party or any Guarantor.

## **Condition of any Loan Party or Guarantor**. The insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of any Loan Party or Guarantor or any other party at any time liable for the payment of all or part of the Guaranteed Obligations; or any dissolution of Borrower or (if Guarantor is an entity) Guarantor or any sale, lease or transfer of any or all of the assets of Borrower or Guarantor, or any changes in the shareholders, partners or members of Borrower or (if Guarantor is an entity) Guarantor; or any reorganization of Borrower or (if Guarantor is an entity) Guarantor.

## **Invalidity of Guaranteed Obligations**. The invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with the Guaranteed Obligations, for any reason whatsoever, including without limitation the fact that (a) the Guaranteed Obligations, or any part thereof, exceeds the amount permitted by law, (b) the act of creating the Guaranteed Obligations or any part thereof is ultra vires, (c) the officers or representatives executing the Loan Agreement or the other Loan Documents or otherwise creating the Guaranteed Obligations acted in excess of their authority, (d) the Guaranteed Obligations violate applicable usury laws, (e) any Restricted Party has valid defenses, claims or offsets (whether at law, in equity or by agreement) which render the Guaranteed Obligations wholly or partially uncollectible from any Restricted Party other than payment in full of the Obligations, (f) the creation, performance or repayment of the Guaranteed Obligations (or the execution, delivery and performance of any document or instrument representing part of the Guaranteed Obligations or executed in connection with the Guaranteed Obligations, or given to secure the repayment of the Guaranteed Obligations) is illegal, uncollectible or unenforceable, or (g) the Loan Agreement or any of the other Loan Documents have been forged or otherwise are irregular or not genuine or authentic, it being agreed that Guarantor shall remain liable hereon regardless of whether any Loan Party or any other Person be found not liable on the Guaranteed Obligations or any part thereof for any reason.

## **Release of Guarantor**. Any full or partial release of the liability of any Loan Party on the Guaranteed Obligations, or any part thereof, or of any co-guarantors, or any other Person now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and severally, to pay, perform, guarantee or assure the payment of the Guaranteed Obligations, or any part thereof, it being recognized, acknowledged and agreed by Guarantor that it may be required to pay the Guaranteed Obligations in full without assistance or support of any other party, and it has not been induced to enter into this Guaranty on the basis of a contemplation, belief, understanding or agreement that other Persons will be liable to pay or perform the Guaranteed Obligations, or that Lender will look to other Persons to pay or perform the Guaranteed Obligations.

## **Other Collateral**. The taking or accepting of any other security, collateral or guaranty, or other assurance of payment, for all or any part of the Guaranteed Obligations.

## **Release of Collateral**. Any release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including without limitation negligent, willful, unreasonable or unjustifiable impairment) of any collateral, property or security at any time existing in connection with, or assuring or securing payment of, all or any part of the Guaranteed Obligations.

## **Care and Diligence**. The failure of Lender or any other party to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of any collateral, property or security, including but not limited to any neglect, delay, omission, failure or refusal of Lender (a) to take or prosecute any action for the collection of any of the Guaranteed Obligations or (b) to foreclose, or initiate any action to foreclose, or, once commenced, prosecute to completion any action to foreclose upon any security therefor, or (c) to take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guaranteed Obligations.

## **Unenforceability**. The fact that any collateral, security, security interest or lien contemplated or intended to be given, created or granted as security for the repayment of the Guaranteed Obligations, or any part thereof, shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other security interest or lien, it being recognized and agreed by Guarantor that it is not entering into this Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the collateral for the Guaranteed Obligations.

## **Offset**. Any existing or future right of offset, claim or defense of any Loan Party or Guarantor against Lender, or any other Person, or against payment of the Guaranteed Obligations, whether such right of offset, claim or defense arises in connection with the Guaranteed Obligations (or the transactions creating the Guaranteed Obligations) or otherwise, other than the payment of the Guaranteed Obligations.

## **Merger**. The reorganization, merger or consolidation of any Loan Party or (if Guarantor is an entity) Guarantor into or with any other Person.

## **Preference**. Any payment by Borrower or Guarantor to Lender that is held to constitute a preference under the Bankruptcy Code, or for any reason Lender is required to refund such payment or pay such amount to any other person.

## **Other Actions Taken or Omitted**. Any other action taken or omitted to be taken with respect to the Loan Documents, the Guaranteed Obligations, or the security and collateral therefor, whether or not such action or omission prejudices Guarantor or increases the likelihood that Guarantor will be required to pay the Guaranteed Obligations pursuant to the terms hereof; it is the unambiguous and unequivocal intention of Guarantor that it shall be obligated to pay the Guaranteed Obligations when due, notwithstanding any occurrence, circumstance, event, action, or omission whatsoever, whether contemplated or not contemplated, and whether or not otherwise or particularly described herein, which obligation shall be deemed satisfied only upon the full and final payment and performance of the Guaranteed Obligations.

# REPRESENTATIONS AND WARRANTIES

## **Representations and Warranties**. To induce Lender to enter into the Loan Documents and extend credit to Borrower, Guarantor represents and warrants to Lender as of the date hereof as follows:

### If Guarantor is an entity, Guarantor (i) is duly organized and validly existing under the laws of the State of its formation, (ii) is duly qualified to do business and is in good standing in each jurisdiction where it is required to be so, (iii) has all requisite power and authority and all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its assets and to transact the businesses in which it is now engaged, and (iv) has a term of existence, excluding any renewal or extension options, that does not expire during the term of the Loan.

### If Guarantor is an entity, this Guaranty has been duly executed and delivered by or on behalf of Guarantor, and if Guarantor is an individual, this Guaranty has been executed and delivered by Guarantor.

### This Guaranty constitutes a legal, valid and binding obligation of Guarantor and is enforceable against Guarantor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

### The execution, delivery and performance of this Guaranty by Guarantor (i) if Guarantor is an entity, will not contravene Guarantor’s governing documents, (ii) will not result in any violation of the provisions of any Legal Requirement applicable to Guarantor or any of Guarantor’s properties or assets, (iii) will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the terms of any indenture, mortgage, deed of trust, deed to secure debt, loan agreement, management agreement or other agreement or instrument to which Guarantor is a party or to, which any of Guarantor’s property or assets is subject, and (iv) except for Liens created under the Loan Documents, result in or require the creation or imposition of any Lien upon or with respect to any of the assets of Guarantor.

### Any consent, approval, authorization, order, registration or qualification of or with a Governmental Authority or other Person required for the execution, delivery and performance by Guarantor of this Guaranty has been obtained and is in full force and effect.

### Guarantor is an Affiliate of Borrower, is the owner of a direct or indirect equity interest in Borrower, and has received, or will receive, direct or indirect benefit from the making of this Guaranty.

### Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Borrower and is familiar with the value of any and all collateral intended to be created as security for the payment of the Guaranteed Obligations; provided, however, Guarantor is not relying on such financial condition or the collateral as an inducement to enter into this Guaranty.

### Neither Lender nor any of its representatives has made any representation, warranty or statement to Guarantor in order to induce Guarantor to execute this Guaranty.

### There are no actions, suits or proceedings at law or in equity by or before any Governmental Authority, arbitrator or other entity now pending or, to Guarantor’s actual knowledge, threatened against or affecting Guarantor.

### Guarantor has (i) not entered into the transaction contemplated by this Guaranty with the actual intent to hinder, delay or defraud any creditor and (ii) received reasonably equivalent value in exchange for its obligations under this Guaranty. After giving effect to this Guaranty, (x) the fair saleable value of Guarantor’s assets will exceed its total liabilities, (y) Guarantor’s assets will not constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted and (z) Guarantor will be able to pay its liabilities as they mature. In the last ten years, there has not occurred any Event of Bankruptcy in respect of Guarantor. Guarantor is not contemplating an Event of Bankruptcy and to Guarantor’s knowledge no other Person is contemplating an Event of Bankruptcy in respect of Guarantor.

### Guarantor is not a “foreign person” within the meaning of § 1445(f)(3) of the Code.

# AGREEMENT TO PAY, SUBROGATION AND SUBORDINATION

## **Subordination of All Guarantor Claims**.

### Without limiting any other right that Lender has at law or in equity against Guarantor, if Borrower or any other Loan Party fails to pay any Guaranteed Obligation when and as due, whether at maturity, by acceleration, after notice of prepayment or otherwise, Guarantor agrees to promptly pay the amount of such unpaid Guaranteed Obligations to Lender in cash. Upon payment by Guarantor of any sums to Lender as provided herein, all of Guarantor’s rights of subrogation, exoneration, contribution, reimbursement, indemnity or otherwise arising therefrom against any Restricted Party with respect to such sum shall be subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all Obligations. If any payment shall be paid to Guarantor in violation of the immediately preceding sentence on account of such subrogation, exoneration, contribution, reimbursement, indemnity or similar right, such amount shall be held in trust for the benefit of Lender, segregated from other funds of Guarantor, and promptly paid or delivered to Lender in the same form as so received (with any necessary endorsement or assignment) to be credited against the payment of the Obligations, whether due or to become due, in accordance with the terms of the Loan Documents or to be held as Collateral for the Obligations.

### Guarantor hereby subordinates any and all debts, liabilities and obligations owed to it by each Loan Party (including, without limitation, all rights and claims of Guarantor against any Loan Party as a result of Guarantor’s payment of all or part of the Guaranteed Obligations) (the “**Subordinated Obligations**”) to the Obligations to the extent provided below:

#### Guarantor shall not accept, demand or take any action to collect any payment on the Subordinated Obligations without the prior written consent of Lender.

#### Guarantor agrees that Lender shall be entitled to receive full payment in cash of all Obligations (including Post-Petition Interest accruing during the pendency of any proceeding under the Bankruptcy Code, regardless of whether allowed in such proceeding) in any proceeding under the Bankruptcy Code against any Loan Party before Guarantor receives any payment on account of any Subordinated Obligations.

#### After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding against any Loan Party or Guarantor under the Bankruptcy Code), Guarantor shall collect, enforce and receive payments on the Subordinated Obligations as trustee for Lender and deliver such payments to Lender on account of the Obligations (including Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, without reducing or affecting the liability of Guarantor under this Guaranty in any respect.

#### After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding against any Loan Party or Guarantor under the Bankruptcy Code), Lender is authorized and empowered (but not obligated), in its discretion, (x) in the name of Guarantor, to collect and enforce, and to submit claims in respect of, Subordinated Obligations and to apply any amount so received to the Obligations (including Post-Petition Interest), and (y) to require Guarantor (A) to collect and enforce and to submit claims in respect of, Subordinated Obligations and (B) to pay any amounts received on such obligations to Lender for application to the Obligations (including Post-Petition Interest).

## **Payments Held in Trust**. In the event that, notwithstanding anything to the contrary in this Guaranty, Guarantor should receive any funds, payments, claims and/or distributions which is prohibited by this Guaranty, Guarantor agrees to hold in trust for Lender an amount equal to the amount of all funds, payments, claims or distributions so received, and agrees that it shall have absolutely no dominion over the amount of such funds, payments, claims and/or distributions so received except to pay such funds, payments, claims and/or distributions promptly to Lender, and Guarantor covenants promptly to pay the same to Lender.

## **Liens Subordinate**. Guarantor agrees that no liens, security interests, judgment liens, charges or other encumbrances shall exist upon any Loan Party’s assets securing payment of the Subordinated Obligations and if any such liens, security interests, judgment liens, charges or other encumbrances exist, they shall be and remain inferior and subordinate to any liens, security interests, judgment liens, charges or other encumbrances upon any Loan Party’s assets securing payment of the Guaranteed Obligations, regardless of whether such encumbrances in favor of Guarantor or Lender presently exist or are hereafter created or attach. Without the prior written consent of Lender, Guarantor shall not (a) exercise or enforce any creditor’s right it may have against any Loan Party, or (b) foreclose, repossess, sequester or otherwise take steps or institute any action or proceedings (judicial or otherwise, including without limitation the commencement of, or joinder in, any proceeding under the Bankruptcy Code) to enforce any liens, mortgages, deeds of trust, deeds to secure debt, security interests, collateral rights, judgments or other encumbrances on assets of any Loan Party held by Guarantor.

## **Maximum Liability and Contribution and Financial Covenants**.

### Notwithstanding anything contained herein to the contrary, the Guaranteed Obligations shall at all times be limited to the maximum amount as will result in the Guaranteed Obligations not constituting a fraudulent transfer or conveyance for purposes of the Bankruptcy Code to the extent applicable to this Guaranty and the Guaranteed Obligations.

### If any payment shall be required to be made to Lender under this Guaranty, Guarantor hereby unconditionally and irrevocably agrees it will contribute, to the maximum extent permitted by law, the outstanding amount of Guaranteed Obligations to Borrower so as to maximize the aggregate amount paid to Lender under or in connection with the Loan Documents.

# MISCELLANEOUS

## **Waiver**. Neither any failure nor any delay on the part of Lender in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege hereunder, shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege. In particular, and not by way of limitation, by accepting payment after the due date of any amount payable hereunder, Lender shall not be deemed to have waived any right either to require prompt payment when due of all other amounts due under this Guaranty, or to declare a default for failure to effect prompt payment of any such other amount.

## **Notices**. All notices, consents, approvals and requests required or permitted hereunder (any of the foregoing, a “**Notice**”) shall be given in writing by expedited prepaid delivery service, either commercial or United States Postal Service, with proof of delivery or attempted delivery, addressed as follows (except that any party hereto may change its address and other contact information for purposes hereof at any time by sending a written notice to the other parties to this Guaranty in the manner provided for in this Section). A Notice shall be deemed to have been given when delivered or upon refusal to accept delivery.

If to Guarantor: {#Deal\_Contacts\_\_r.Guarantors}{Deal\_Contacts\_\_r.Contact\_Name\_\_c}  
{Deal\_Contacts\_\_r.Contact\_\_r.MailingStreet},  
{Deal\_Contacts\_\_r.Contact\_\_r.MailingCity}, {Deal\_Contacts\_\_r.Contact\_\_r.MailingState} {Deal\_Contacts\_\_r.Contact\_\_r.MailingPostalCode}  
{/Deal\_Contacts\_\_r.Guarantors}

If to Lender: CoreVest American Finance Lender LLC  
4 Park Plaza, Suite 900  
Irvine, CA 92614  
Attn: Loan Administration (Loan No. {Deal\_\_r.Deal\_Loan\_Number\_\_c})

## **Governing Law, Submission to Jurisdiction, Waivers**.

### THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

### ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR GUARANTOR ARISING OUT OF OR RELATING TO THIS GUARANTY MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK. LENDER, BY ITS ACCEPTANCE HEREOF, AND GUARANTOR HEREBY (i) IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, (ii) IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (iii) IRREVOCABLY CONSENT TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 5.2 HEREOF (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

## **Severability**. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid pursuant to all Legal Requirements, but if any provision of this Guaranty shall be prohibited by or invalid pursuant to all Legal Requirements, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

## **Amendments**. No modification, amendment, extension, discharge, termination or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor or Lender therefrom, shall in any event be effective unless the same shall be in a writing signed by the party or parties against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to, or demand on, Guarantor shall entitle Guarantor to any other or future notice or demand in the same, similar or other circumstances. Neither any failure nor any delay on the part of Lender in insisting upon strict performance of any term, condition, covenant or agreement, or exercising any right, power, remedy or privilege hereunder, shall operate as or constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other future exercise, or the exercise of any other right, power, remedy or privilege. In particular, and not by way of limitation, by accepting payment after the due date of any amount payable under this Guaranty, Lender shall not be deemed to have waived any right either to require prompt payment when due of all other amounts due under this Guaranty, or to declare a default for failure to effect prompt payment of any such other amount. Lender shall have the right to waive or reduce any time periods that Lender is entitled to under this Guaranty in its sole and absolute discretion.

## **Headings**. The Article and/or Section headings in this Guaranty are included herein for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose.

## **Recitals**. The recital and introductory paragraphs hereof are a part hereof, form a basis for this Guaranty and shall be considered prima facie evidence of the facts and documents referred to therein.

## **Counterparts**. This Guaranty may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Copies of originals, including copies delivered by facsimile, pdf or other electronic means, shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Guaranty.

## **Prior Agreements**. This Guaranty contains the entire agreement of the parties hereto and their respective affiliates in respect of the transactions contemplated hereby, and all prior agreements among or between such parties, including any confidentiality agreements or any similar agreements between or among any such parties, whether oral or written, are superseded by the terms of this Guaranty.

## **Rights and Remedies**. If Guarantor is now or becomes liable for any indebtedness owing by Borrower or any other Loan Party to Lender, by endorsement or otherwise, other than under this Guaranty, such liability shall not be in any manner impaired or affected hereby and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

## **Waiver of Right To Trial By Jury**. GUARANTOR AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY. GUARANTOR AND LENDER, BY ITS ACCEPTANCE HEREOF, (A) CERTIFY THAT NO AGENT, ATTORNEY, REPRESENTATIVE OR ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF LITIGATION, AND (B) ACKNOWLEDGE THAT EACH HAS BEEN INDUCED TO ENTER INTO OR ACCEPT, AS APPLICABLE, THIS GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

## **Multiple Guarantors**. If more than one Person signs this Guaranty as Guarantor, (a) the term “Guarantor” shall mean each such Person, (b) the obligations of each Guarantor shall be joint, several and independent, and (c) this Guaranty shall be construed and enforced as though each Guarantor executed a separate guaranty on the terms set forth in this Guaranty. Neither the death, dissolution, revocation, nor release of any Person who is a party to this Guaranty or any other Person now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and severally, to pay, perform, guarantee or assure the payment of the Guaranteed Obligations or the Obligations, or any part thereof, shall affect or release the joint and several liability of any other Person. Lender may at its option enforce this Guaranty against any one or more Guarantor, and the failure or election to proceed against or join any Guarantor shall not affect the joint and several liability of any other Guarantor.

## **Continuing Guaranty; Assignments Under the Loan Agreement**. This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until the repayment and performance in full of the Obligations (subject to Section 1.9), (ii) be binding on Guarantor and its permitted successors and assigns, and (iii) inure to the benefit of and be enforceable by Lender and its successors and assigns. Lender may assign or otherwise transfer all or any portion of its rights and obligations under this Guaranty in connection with any assignment of the Loan and the Loan Documents, and any assignee or transferee shall be entitled to all the benefits afforded to Lender under this Guaranty. Guarantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Lender and any attempted assignment without such consent will be null and void.

## **Taxes**. Section 2.8 of the Loan Agreement is hereby incorporated, mutatis mutandis, by reference as if such section were set forth in full herein with respect to the Guaranteed Obligations and Guarantor agrees to observe and perform each of the terms and conditions set forth in Section 2.8 of the Loan Agreement with respect to the Guaranteed Obligations.

## **Survival**. Without prejudice to the survival of any other agreement of the Guarantor under this Guaranty or any other Loan Document, the agreements and obligations of the Guarantor contained in Section 1.1 (to the extent set forth herein) and Section 1.8, shall survive execution and delivery of this Guaranty, termination of this Guaranty and the other Loan Documents and the occurrence of the repayment in full of the Indebtedness.

## **[State Specific Provisions]**.[[1]](#footnote-2)

### Arizona Specific Provisions. The following Arizona provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Arizona law is held to govern this Guaranty or any other Loan Document:

#### Without limiting any other provision of this Guaranty, Guarantor unconditionally and irrevocably waives any rights or benefits arising under A.R.S. §§ 12-1566, 12-1641 through and including 12-1646, 33-814, 33-725, 33-727, 44-141, 44-142, 47-3419, 47-3605 and Ariz. R. Civ. P. 17(f) or such statutes, rules or similar provisions as may be enacted or adopted hereafter. Specifically, and not in lieu of any other provisions of this Guaranty, Guarantor agrees as follows: Guarantor waives and agrees not to assert: (A) any right to require Lender to proceed against Borrower or any other guarantor, to proceed against or exhaust any security for the Guaranteed Obligations, to pursue any other remedy available to Lender, or to pursue any remedy in any particular order or manner; (B) notice of the existence, creation or incurring of new or additional indebtedness of Borrower to Lender; (C) the benefits of any statutory provision limiting the liability of a surety, including the provisions of A.R.S. Sections 12-1641, et seq.; (D) any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever (other than payment and performance in full of the Guaranteed Obligations) of the liability of Borrower for the Guaranteed Obligations; and (E) the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to otherwise proceed against any person or entity obligated for payment of the Guaranteed Obligations, after any foreclosure or trustee’s sale of any security for the Guaranteed Obligations, including the benefits, if any, to Guarantor of A.R.S. Section 33-814.

#### The statutes referred to in the preceding subsection (i) shall include any further statutes amending, supplementing or supplanting same. The waivers and agreements contained in the preceding subsection (i) and elsewhere in this Guaranty are given by Guarantor knowingly, intelligently and voluntarily, upon advice of counsel, to induce Lender to accept a lower interest rate on the Note and other Loan Documents on terms more favorable to Borrower than would be acceptable to Lender in the absence thereof, and, accordingly, are intended to be broadly and liberally construed in favor of Lender.

### Arkansas Specific Provisions. The following Arkansas provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Arkansas law is held to govern this Guaranty or any other Loan Document:

### Without limiting any other provision of this Guaranty, in recognition of the liability of Guarantor pursuant to this Guaranty, Guarantor waives and relinquishes any and all rights, defenses and benefits limiting or exonerating the liability of Guarantor including the rights and defenses of an “accommodation party” pursuant to the Arkansas Uniform Commercial Code, Ark. Code Ann. Section 4-3-101 et seq.

### California Specific Provisions. The following California provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, California law is held to govern this Guaranty or any other Loan Document:

#### Nothing herein shall be deemed to limit the right of Lender to recover in accordance with California Code of Civil Procedure Section 736 (as such Section may be amended from time to time), any costs, expenses, liabilities or damages, including reasonable attorneys’ fees and costs, incurred by Lender and arising from the breach of any covenant, obligation, liability, representation or warranty contained in the Loan Agreement, the Environmental Indemnity, the other Loan Documents or any other environmental indemnity agreement given to Lender in connection with the Obligations, or any order, consent decree or settlement relating to the cleanup of hazardous “substances” or any other “environmental provision” (as such terms are defined in such Section 736) relating to the Property or any portion thereof or the right of Lender to waive, in accordance with the California Code of Civil Procedure Section 726.5 (as such Section may be amended from time to time), the security of the Security Instrument as to any parcel of the Property that is “environmentally impaired” or is an “affected parcel” (as such terms are defined in such Section 726.5), and as to any personal property attached to such parcel, and thereafter to exercise against Borrower or Guarantor, to the extent permitted by such Section 726.5, the rights and remedies of any unsecured creditor, including reduction of the Lender’s claim against Borrower or Guarantor to judgment, and any other rights and remedies permitted by law.

#### In addition to and not in lieu of any other provisions of this Guaranty, Guarantor agrees as follows:

##### The obligations of Guarantor under this Guaranty shall be performed irrespective of the genuineness, validity, regularity or enforceability of any of the Loan Documents, and without regard to any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2810 and agrees that by doing so Guarantor shall be liable even if Borrower had no liability at the time of execution of the Loan Documents, or thereafter ceases to be liable. Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2809 and agrees that by doing so Guarantor’s liability may be larger in amount and more burdensome than that of Borrower. Guarantor hereby agrees that its obligations shall not be affected by any circumstances, whether or not referred to in this Guaranty, which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Guarantor hereby waives the benefits of any right of discharge under any and all statutes or other laws relating to guarantors or sureties and any other rights of sureties and guarantors thereunder.

##### In accordance with Section 2856 of the California Civil Code, Guarantor hereby waives all rights and defenses arising out of an election of remedies by Lender even though that election of remedies, such as a nonjudicial foreclosure with respect to security for guaranteed obligations, has destroyed or otherwise impaired Guarantor’s rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise. Guarantor hereby authorizes and empowers Lender to exercise, in its sole and absolute discretion, any right or remedy, or any combination thereof, which may then be available to Lender with respect to this Guaranty, since it is the intent and purpose of Guarantor that the obligations under this Guaranty shall, subject to the terms hereof, be absolute, independent and unconditional under any and all circumstances. Specifically, and without in any way limiting the foregoing, Guarantor hereby waives any rights of subrogation, indemnification, contribution or reimbursement arising under Sections 2845, 2846, 2847, 2848, 2849 and 2850 of the California Civil Code or any other right of recourse to or with respect to Borrower, any other Loan Party or any other Person liable for the Obligations or the Guaranteed Obligations, or the assets or property of Borrower, any Loan Party or other Person or to any collateral for the Obligations, until the Obligations and the Guaranteed Obligations have been indefeasibly paid and performed in full and there has expired the maximum possible period thereafter during which any payment made by Borrower or others to Lender with respect to Guarantor’s obligations could be deemed a preference under the United States Bankruptcy Code. In connection with the foregoing, Guarantor expressly waives any and all rights of subrogation against Borrower and any other Loan Party, and Guarantor hereby waives any rights to enforce any remedy which Lender may have against Borrower or any other Loan Party and any right to participate in any collateral for the Obligations or the Guaranteed Obligations. Guarantor recognizes that, pursuant to Section 580d of the California Code of Civil Procedure, Lender’s realization through nonjudicial foreclosure upon any real property constituting security for Borrower’s obligations under the Loan Documents could terminate any right of Lender to recover a deficiency judgment against Borrower, thereby terminating subrogation rights which Guarantor otherwise might have against Borrower. In the absence of an adequate waiver, such a termination of subrogation rights could create a defense to enforcement of this Guaranty against Guarantor. Guarantor hereby unconditionally and irrevocably waives any such defense.

##### Without limiting the foregoing, Guarantor waives all rights of subrogation, reimbursement, indemnification, and contribution with respect to Borrower or the Obligations or the Guaranteed Obligations and any other rights and defenses that are or may become available to Guarantor by reason of California Civil Code Sections 2787 to 2855, inclusive, including any and all rights or defenses Guarantor may have by reason of protection afforded to Borrower or any other Person with respect to any of the obligations of Guarantor under this Guaranty by reason of a nonjudicial foreclosure or pursuant to the antideficiency or other laws of the State of California limiting or discharging Borrower’s or any other party’s obligations under the Loan Documents. Without limiting the generality of the foregoing, Guarantor hereby expressly waives any and all benefits under (1) California Code of Civil Procedure Section 580a, (2) California Code of Civil Procedure Sections 580b and 580d, and (3) California Code of Civil Procedure Section 726. Notwithstanding any foreclosure of the lien of the Security Instrument, whether by the exercise of the power of sale contained therein, by an action for judicial foreclosure or by Lender’s acceptance of a deed in lieu of foreclosure, Guarantor shall remain bound under this Guaranty.

##### Guarantor waives (1) any and all rights and defenses available to it under California Civil Code Sections 2899 and 3433; (2) any rights or defenses it may have with respect to its obligations as a guarantor by reason of any election of remedies by Lender; and (3) all rights and defenses that it may have because Borrower’s debt is secured by real property. This means, among other things, that Lender may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Borrower or any other Person, and that if Lender forecloses on any real property collateral pledged by Borrower (X) the Guaranteed Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (Y) Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral, has destroyed any rights Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because Borrower’s debt evidenced by the Loan Agreement is or may become secured by any real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

##### Anything to the contrary herein, in the Loan Agreement or elsewhere notwithstanding, this Guaranty is not secured by any lien or security interest whatsoever, whether under any mortgage, deed of trust, security agreement or otherwise.

### Colorado Specific Provisions. The following Colorado provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Colorado law is held to govern this Guaranty or any other Loan Document:

#### No agreements, conditions, provisions or stipulations contained in this Guaranty or in any of the other Loan Documents, or any Event of Default, or any exercise by Lender of the right to accelerate the payment of the maturity of principal and interest, any fees, or other amount due under the Loan Agreement, or to exercise any option whatsoever, contained in this Guaranty or any of the other Loan Documents, or the arising of any contingency whatsoever, shall entitle Lender to collect, in any event, interest exceeding the maximum authorized by C.R.S. § 5-12-101 et seq., and in no event shall Guarantor be obligated to pay interest exceeding such rate, including on any judgment amount, and all agreements, conditions or stipulations, if any, which may in any event or contingency whatsoever operate to bind, obligate or compel Guarantor to pay a rate of interest exceeding the maximum allowed by law, shall be without binding force or effect, at law or in equity, to the extent only of the excess of interest over such maximum interest allowed by law.

#### Notwithstanding any provision of this Guaranty or the Loan Documents to the contrary, this Guaranty shall not be deemed to be secured by the Security Instrument.

#### Without limiting any other provision of this Guaranty, Guarantor waives the benefit of C.R.S. Sections 13-50-101 through 13-50-103, inclusive.

### Connecticut Specific Provisions. The following Connecticut provision does not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and is set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Connecticut law is held to govern this Guaranty or any other Loan Document:

### **GUARANTOR HEREBY REPRESENTS, COVENANTS AND AGREES THAT THE PROCEEDS OF THE LOAN SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A “COMMERCIAL TRANSACTION” AS DEFINED IN SECTION 52-278a OF THE CONNECTICUT GENERAL STATUTES. GUARANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, SECTIONS 52-278a et seq., AS AMENDED, OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES LENDER MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. MORE SPECIFICALLY, GUARANTOR ACKNOWLEDGES THAT LENDER’S ATTORNEY MAY, PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 52-278f, ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. GUARANTOR ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY BY LENDER’S ATTORNEY, AND LENDER ACKNOWLEDGES GUARANTOR’S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. GUARANTOR FURTHER HEREBY WAIVES ANY REQUIREMENT OR OBLIGATION OF LENDER TO POST A BOND OR OTHER SECURITY IN CONNECTION WITH ANY PREJUDGMENT REMEDY OBTAINED BY LENDER AND WAIVES ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY LENDER BASED ON ANY OFFSETS, CLAIMS, DEFENSES OR COUNTERCLAIMS OF GUARANTOR, BORROWER OR ANY OTHER PARTY PRIMARILY OR SECONDARILY LIABLE UNDER ANY OF THE LOAN DOCUMENTS TO ANY ACTION BROUGHT BY LENDER. GUARANTOR ACKNOWLEDGES AND AGREES THAT ALL OF THE WAIVERS CONTAINED IN THIS SECTION HAVE BEEN MADE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF ITS COUNSEL.**

### Florida Specific Provisions. The following Florida provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Florida law is held to govern this Guaranty or any other Loan Document:

#### Guarantor acknowledges and agrees that the Default Rate shall also be the rate of interest payable on any judgments entered in favor of Lender in connection with this Guaranty.

### Georgia Specific Provisions. The following Georgia provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Georgia law is held to govern this Guaranty or any other Loan Document:

#### Guarantor expressly waives the benefit of Section 10-7-24 of the Official Code of Georgia Annotated.

#### Guarantor expressly waives the benefit, any protections of, and any and all defenses of Section 44-14-161 of the Official Code of Georgia Annotated.

### Hawaii Specific Provisions. The following Hawaii provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Hawaii law is held to govern this Guaranty or any other Loan Document:

### Without limiting any other provision of this Guaranty, Guarantor waives the benefit of Hawaii Revised Statutes (“**H.R.S.**”) Chapter 651 to the fullest extent permitted by applicable law, including without limitation, (A) the right to seek or require additional security from a plaintiff under H.R.S. § 651-5; (B) the right to seek exemplary damages under H.R.S. § 651-6; (C) the right to request that any writ of attachment be discharged on the ground that it was improperly issued under H.R.S. § 651-18; (D) right to apply to the Court for the release and return of exempt property or its value under H.R.S. § 651-64; (E) the right to an appraisal of property under H.R.S. § 651-68; and (F) all other rights afforded to Guarantor under H.R.S. Chapter 651.

### Idaho Specific Provisions. The following Idaho provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Idaho law is held to govern this Guaranty or any other Loan Document:

### Without limiting any other provision of this Guaranty, except as prohibited by applicable law, Guarantor also waives any and all rights or defenses arising by reason of any “one action” or “anti-deficiency” law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

### Illinois Specific Provisions. The following Illinois provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Illinois law is held to govern this Guaranty or any other Loan Document:

### (i) Guarantor acknowledges receipt of a copy of the Loan Agreement and has read and understands the insurance provisions and disclosures set forth in Section 6.2 and Article 12 of the Loan Agreement, and pursuant to the Collateral Protection Act (815 ILCS 180/1 et seq.), Guarantor is hereby notified that:

UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS GUARANTY AND THE SECURITY INSTRUMENT, LENDER MAY PURCHASE INSURANCE AT BORROWER’S EXPENSE TO PROTECT LENDER’S INTERESTS IN THE PROPERTY, WHICH INSURANCE MAY, BUT NEED NOT, PROTECT THE INTERESTS OF BORROWER. THE COVERAGE PURCHASED BY LENDER MAY NOT PAY ANY CLAIM MADE BY BORROWER OR ANY CLAIM MADE AGAINST BORROWER IN CONNECTION WITH THE PROPERTY. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED THE INSURANCE AS REQUIRED UNDER THIS GUARANTY AND/OR THE SECURITY INSTRUMENT. IF LENDER PURCHASES INSURANCE, THE BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF SUCH INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES IMPOSED IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE TOTAL OBLIGATION SECURED BY THE SECURITY INSTRUMENT AND OTHER LOAN DOCUMENTS. THE COSTS OF SUCH INSURANCE MAY BE GREATER THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN FOR ITSELF.

### Indiana Specific Provisions. The following Indiana provision do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Indiana law is held to govern this Guaranty or any other Loan Document:

#### Guarantor unconditionally and irrevocably express waives and relinquishes any and all rights, benefits or remedies that Guarantor may have or be able to assert by reason of the laws of the State of Indiana providing for any valuation or appraisement laws applicable to the Property;

#### Pursuant to the provision of Indiana Code 26-1-3.1-605(i), Guarantor hereby expressly waives any and all events that would otherwise constitute a discharge of this Guaranty or would be considered as defenses based upon suretyship or impairment of collateral; provided, however, nothing in this Guaranty is intended to waive or vary the duties of Lender or the rights of Guarantor or any obligor in violation of Indiana Code 26-1-9.1-602; and

#### The phrases “attorneys’ fees” when used herein and in the other Loan Documents shall include any and all attorneys’, paralegals’ and law clerks’ fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, or any part thereof, and enforcing its rights hereunder.

### Iowa Specific Provisions. The following Iowa provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Iowa law is held to govern this Guaranty or any other Loan Document:

### **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS GUARANTY SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS GUARANTY MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS GUARANTY ONLY BY ANOTHER WRITTEN AGREEMENT**.

### Kentucky Specific Provisions. The following Kentucky provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Kentucky law is held to govern this Guaranty or any other Loan Document:

### Maximum Aggregate Liability and Termination Date. Subject to the requirements and limitations set forth herein, the maximum aggregate principal amount guaranteed under of this Guaranty shall not exceed **{Deal\_\_r.LOC\_Commitment\_\_c | formatCurrency},** plus interest on the Guaranteed Obligations accruing from the date of and pursuant to this Guaranty (the “**Interest**”), plus all costs and expenses of Lender payable by Borrower as provided in the Loan Documents (the “Costs”). With respect to the Guaranteed Obligations, this Guaranty shall terminate on [\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_***DRAFTING NOTE: ENTER THE DATE THAT IS 6 MONTHS FOLLOWING THE STATED MATURITY DATE***] (the “**Termination Date**”). The words terminate and termination in the preceding sentence shall be given the same use and effect as set forth in KRS 371.065, as amended and effective in July, 1990, and shall hereinafter be referred to as the “**Termination**.” The Termination shall not affect in any manner the Guaranteed Obligations of Guarantor created or incurred on or prior to and existing on the Termination Date and shall not affect any renewals, extensions, modifications or revivals of, Interest accruing on, or Costs incurred with respect to, the Guaranteed Obligations on or after the Termination Date. The sole effect of the Termination shall be to exclude from the Guaranteed Obligations all liabilities arising out of additional loans, advances, discounts, or credit extensions made by the Lender to the Guarantor after the Termination Date that are not renewals, extensions, modifications or revivals of the Guaranteed Obligations of Guarantor.

### Maine Specific Provisions. The following Maine provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Maine law is held to govern this Guaranty or any other Loan Document:

### Guarantor confirms and acknowledges its understanding that, pursuant to 10 M.R.S.A. § 1146, to the extent applicable, in order to maintain an action against Lender with respect to a promise, contract or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt, such promise, contract or agreement (or some memorandum or note thereof) must be both (x) in writing and (y) signed by Lender.

### Maryland Specific Provisions. The following Maryland provision does not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and is set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Maryland law is held to govern this Guaranty or any other Loan Document:

### Guarantor warrants that the Loan is a “commercial loan” as that term is defined in Section 12-101(c) of the Commercial Law Article of the Annotated Code of Maryland, as amended.

### Massachusetts Specific Provisions. The following Massachusetts provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Massachusetts law is held to govern this Guaranty or any other Loan Document.

### To the extent that Guarantor has granted to Lender a lien and right of set-off upon and against the deposits, credits, collateral and property of Guarantor in the possession, custody, or control of Lender, then at any time, without further demand or notice (any such notice being expressly waived by Guarantor), Lender may set-off the same or any part thereof and apply the same to any liability or obligation of Guarantor even though unmatured and regardless of the adequacy of any other collateral securing this Guaranty. TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LIABILITIES PRIOR TO EXERCISING ITS RIGHT OF SET-OFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF GUARANTOR, ARE HEREBY VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVED.

### The parties executing this Guaranty intend to create an instrument executed under seal.

### Minnesota Specific Provisions. The following Minnesota provision does not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and is set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Minnesota law is held to govern this Guaranty or any other Loan Document:

### Without limiting any other provision of this Guaranty, to the extent permitted by applicable law, Guarantor waives the benefit of Minnesota Statutes Section 582.30.

### Missouri Specific Provisions. The following Missouri provision does not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and is set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Missouri law is held to govern this Guaranty or any other Loan Document:

### THIS GUARANTY AND THE RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

### Nevada Specific Provisions. The following Nevada provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Nevada law is held to govern this Guaranty or any other Loan Document:

#### Waiver of Offset. Notwithstanding anything contained herein to the contrary, no portion of any of the Obligations shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Guarantor may have or claim to have against Borrower.

#### To the extent applicable, nothing herein or in Section 40.509 of the Nevada Revised Statutes (“**NRS**”) shall be deemed to limit the right of Lender to recover, in accordance with NRS 40.508 (as such section may be amended from time to time), any costs, expenses, liabilities or damages, including attorneys’ fees and costs, incurred by the Lender and arising from the breach of any covenant, obligation, liability, representation or warranty contained in any environmental indemnity agreement given to the Lender in connection with the Loans, or any order, consent decree or settlement relating to the cleanup of hazardous substances or any other “environmental provision” (as defined in NRS 40.502) relating to the Property or any portion thereof or the right of the Lender to waive, in accordance with NRS 40.512 (as such section may be amended from time to time), the security of the Security Instrument as to the Property that is “environmentally impaired” (as such term is defined in NRS 40.503), and as to any personal property attached to such parcel, and thereafter to exercise against Guarantor, to the extent permitted by NRS 40.512, the rights and remedies of any unsecured creditor, including reduction of any of the Lender’s claims against Guarantor to judgment, and any other rights and remedies permitted by law. Lender and Guarantor expressly agree that Lender may recover interest at the Default Rate on the amount advanced to cure or mitigate the breach under any “environmental provision” (as defined in NRS 40.502).

#### Guarantor hereby waives any right to cause a marshalling of Borrower’s assets or to proceed against Guarantor, Borrower or any other guarantor of any of Borrower’s obligations in any particular order, including, but not limited to, any right arising out of NRS 40.430.

### New Mexico Specific Provisions. The following New Mexico provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, New Mexico law is held to govern this Guaranty or any other Loan Document:

### Pursuant to Section 58-6-5 NMSA 1978, a contract, promise or commitment to loan money or to grant, extend or renew credit, or any modification thereof, in an amount greater than Twenty-five Thousand and No/100 Dollars ($25,000.00) not primarily for personal, family or household purposes made by a financial institution is not enforceable unless made in writing and signed by the party to be charged or that party’s authorized representatives.

### North Carolina Specific Provisions. The following North Carolina provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, North Carolina law is held to govern this Guaranty or any other Loan Document:

### Without limiting any other provision of this Guaranty, Guarantor also waives, to the fullest extent permitted by law, all rights, including all rights granted by Sections 26-7 through 26-9, inclusive, of the North Carolina Statutes, to require Lender to:

### proceed against or exhaust any collateral held by Lender to secure the repayment of the Indebtedness;

### proceed against or pursue any remedy it may now or hereafter have against Borrower or any guarantor, or, if Borrower or any guarantor is a partnership, any general partner of Borrower or general partner of any guarantor; or

### demand or require collateral security from Borrower, any other Guarantor or any other Person as provided by Applicable Law or otherwise.

### Ohio Specific Provision. The following Ohio provision does not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and is set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Ohio law is held to govern this Guaranty or any other Loan Document:

#### Without limiting any other provision of this Guaranty, Guarantor expressly waives the benefit of Section 1341.04 of the Ohio Revised Code.

### Oklahoma Specific Provisions. The following Oklahoma provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Oklahoma law is held to govern this Guaranty or any other Loan Document:

### Without limiting any other provision of this Guaranty, Guarantor further waives, to the fullest extent permitted by applicable law, any right to revoke this Guaranty as to any future advances by Lender under the Security Instrument to protect its interest in the Property. If Lender elects to enforce this Guaranty before, or without, enforcing the Security Instrument, Guarantor waives any right, whether pursuant to 12 Okla. Stat. Section 686 or otherwise, to require Lender to set off the value of the Property against the Loan. Without limiting any other provision of this Guaranty, Guarantor also hereby specifically waives all defenses, counterclaims, set-offs, benefits and rights which Guarantor might now or in the future have pursuant to 12 Okla. Stat. Section 686 (1991), 12 Okla. Stat. Section 3-605 (1992) and 15 Okla. Stat. Sections 323, 334, 335, 337, 338, 339, 341 and 344 (1991).

### Oregon Specific Provisions. The following Oregon provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Oregon law is held to govern this Guaranty or any other Loan Document:

#### The following disclosure is made pursuant to Or. Rev. Stat. §41.580:

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER’S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

(ii) As used in this Guaranty and the other Loan Documents, “attorneys’ fee” shall include attorneys’ fees, if any, which shall be incurred whether or not legal action is commenced and any such fees incurred at trial, arbitration interpleader, bankruptcy, hearing, or any judicial proceeding, and an appeal.

### South Carolina Specific Provisions. The following South Carolina provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, South Carolina law is held to govern this Guaranty or any other Loan Document:

### The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction.

### THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.

### THE UNDERSIGNED ACKNOWLEDGES AND AFFIRMS THAT IT RECEIVED WRITTEN NOTIFICATION BEFORE THE TRANSACTION THAT A WAIVER OF APPRAISAL RIGHTS WAS REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF S.C. CODE ANN. SECTION 29-3-680.

**Guarantor**:

### (SEAL)

### Texas Specific Provisions. The following Texas provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Texas law is held to govern this Guaranty or any other Loan Document:

#### Without limiting the foregoing, to the fullest extent permitted by applicable law, Guarantor hereby expressly waives any and all rights and defenses available to sureties and guarantors under any suretyship laws in effect from time to time, including any right or privilege, whether existing under statute, at law or in equity, to require Lender to take prior recourse or proceedings against any collateral, security, Borrower or any other person. Guarantor unconditionally and irrevocably waives any rights, defenses or remedies it may have under Chapter 43 and Section 17.001 of the Texas Civil Practice and Remedies Code and Texas Rule of Civil Procedure 31, including without limitation, notice, discharge, levy and subrogation.

#### Guarantor expressly waives any and all benefits, rights and/or defenses which might otherwise be available to Guarantor under Rule 31 of the Texas Rules of Civil Procedure.  This means, among other things, that in the event of any default hereunder, Lender may maintain an action upon this Guaranty whether or not action is brought against Borrower and whether or not Borrower is joined in any such action.

#### Guarantor expressly waives any and all benefits, rights and defenses which might otherwise be available to Guarantor under Texas Civil Practice & Remedies Code Sections 17.001. This means, among other things, that in the event of any default hereunder, recovery may be had against Guarantor to the extent of its liability hereunder without first foreclosing on any real or personal property collateral pledged by Borrower to satisfy such judgment.

#### Guarantor expressly waives any and all benefits, rights and/or defenses which might otherwise be available to Guarantor under Texas Civil Practice & Remedies Code Section 43.002. This means, among other things, that Guarantor waives any right it may have to require Lender to assert, prosecute or exhaust any remedy or claim against it may have against Borrower, or any security granted to Lender for the obligations of Borrower, before proceeding against, and obtaining recovery from, Guarantor.

#### Guarantor expressly waives any and all benefits of Texas Property Code Section 41.002(a).

#### Guarantor expressly waives any and all benefits of Texas Property Code Sections 51.003 – 51.005.

#### Utah Specific Provisions. The following Utah provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Agreement and the other Loan Documents, Utah law is held to govern this Agreement or any other Loan Document:

#### Except as prohibited by applicable law, Guarantor also waives any and all rights or defenses arising by reason of any “one action” or “anti deficiency” law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender’s commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

#### Vermont Specific Provisions. The following Vermont provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Vermont law is held to govern this Guaranty or any other Loan Document:

#### Without limiting any other provision of this Guaranty, Guarantor expressly waives the benefit of Section 9A V.S.A. §3-605.

#### Virginia Specific Provisions. The following Virginia provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Virginia law is held to govern this Guaranty or any other Loan Document:

#### Without limiting any other provision of this Guaranty, Guarantor hereby waives, to the extent permitted by law, the benefits of Sections 49-25 and 49-26 of the Code of Virginia (1950), as amended, and any similar statutes or rules of law.

#### Washington Specific Provisions. The following Washington provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Washington law is held to govern this Guaranty or any other Loan Document:

#### Guarantor acknowledges that the Loan is for business and commercial purposes and that Guarantor will remain liable for any deficiency remaining following a non-judicial trustee’s sale of the Property.

#### **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW**.

#### Wisconsin Specific Provisions. The following Wisconsin provisions do not limit the express choice of New York law set forth in Section 5.3 of this Guaranty and as set forth in the other Loan Documents, and are set forth herein, if and to the extent that, notwithstanding the choice of law provisions contained in this Guaranty and the other Loan Documents, Wisconsin law is held to govern this Guaranty or any other Loan Document:

#### To the extent Guarantor is an individual resident of the State of Wisconsin, Guarantor represents and warrants that (i) Guarantor is not married, or (ii) Guarantor is married and that this Guaranty is entered into in the interests of Guarantor’s marriage and family.

#### Guarantor agrees to the provisions of Section 846.101 or 846.103 of the Wisconsin Statutes, whichever is applicable, or any successor provision, permitting Lender, at its option, upon waiving the right to judgment for deficiency against Borrower in a foreclosure action, to shorten the redemption period. Guarantor acknowledges that Lender’s waiving of such deficiency judgment against Borrower shall in no way limit or modify obligations of Guarantor under this Guaranty. In addition, Guarantor waives, to the fullest extent allowed by applicable law, all of Guarantor’s rights under Chapter 846 of the Wisconsin Statutes.

## Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation has occurred. Any renewal, extension or increase in the rate of any such obligation, whether made before or after revocation, shall constitute an obligation contracted for or incurred before revocation.

## **Community Property**.

## Guarantor represents and warrants that Guarantor is **[married][single]** and that Guarantor’s state of residence and the state of residence of Guarantor’s spouse is [\_\_\_\_\_\_\_]. **[Repeat for each individual Guarantor, if more than one]**

## **[insert if one or more Guarantor is married]**Guarantor represents and warrants that Guarantor’s state of residence is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the state of residence of Guarantor’s spouse is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **[Repeat for each individual Guarantor, if more than one]**

## If at any time Guarantor (or any Guarantor, if more than one) is a married person, and the state of residence of Guarantor or such Guarantor’s spouse (“**Guarantor’s Spouse**”) is a community property jurisdiction, then each of the following apply:

## Guarantor (or each such married Guarantor, if more than one) agrees that Lender may satisfy Guarantor’s obligations under this Guaranty to the extent of all of Guarantor’s separate property and against the marital community property of Guarantor and Guarantor’s Spouse.

## If Guarantor’s Spouse is not also a Guarantor of the Loan, Guarantor certifies that none of the assets shown on his or her financial statements submitted to Lender for purposes of underwriting the Loan were either (A) Guarantor’s Spouse’s individual or separate property, or (B) community property under the sole management, control, and disposition of Guarantor’s Spouse.

## If (A) Guarantor’s Spouse is not also a Guarantor of this Loan, and (B) Guarantor or Guarantor’s Spouse’s state of residence is Alaska, Arizona, Idaho, Louisiana, Nevada, New Mexico, Washington, or Wisconsin, then Guarantor must cause Guarantor’s Spouse to sign a Spousal Consent in form and substance acceptable to Lender.

[No Further Text on This Page]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed as of the date first written above.

**GUARANTOR**:

{#Deal\_Contacts\_\_r.Guarantors}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{Deal\_Contacts\_\_r.Contact\_Name\_\_c}

{/Deal\_Contacts\_\_r.Guarantors}

1. Include state specific provisions for state where the Property is located. [↑](#footnote-ref-2)