**COMPLETION GUARANTY**

**(Mezzanine)**

This Completion Guaranty (this “**Guaranty**”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, by the undersigned (“**Guarantor**”), jointly and severally (if more than one), for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and/or any subsequent holder of the Mezzanine Note (“**Mezzanine Lender**”).

**RECITALS:**

1. Pursuant to that certain [Mezzanine Loan Agreement] [Agreement Regarding Renovation Proceeds] dated as of the date hereof, executed by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Mezzanine Borrower**”) and Mezzanine Lender (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**[Mezzanine Loan] [Proceeds] Agreement**”), Mezzanine Lender has agreed to make a loan to Mezzanine Borrower in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_/100 Dollars ($\_\_\_\_\_\_\_\_) (the “**Mezzanine** **Loan**”), as evidenced by, among other things, that certain Mezzanine Promissory Note dated as of the date hereof, executed by Mezzanine Borrower and made payable to Mezzanine Lender in the amount of the Mezzanine Loan (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Mezzanine Note**”). In addition to the [Mezzanine Loan] [Proceeds] Agreement, the Mezzanine Loan and the Mezzanine Note are also secured by, among other things, a certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Pledge Agreement**”). The [Mezzanine Loan] [Proceeds] Agreement, the Mezzanine Note, the Pledge Agreement, and any other agreement executed in connection with the Mezzanine Loan are referred to collectively as the “**Mezzanine Loan Documents**.”
2. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Senior Lender**”) (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Senior Loan Agreement**”), Senior Lender has agreed to make a loan to Borrower in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_) (the “**Senior Mortgage Loan**”), as evidenced by, among other things, that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to Senior Lender in the amount of the Senior Mortgage Loan (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Senior Note**”). In addition to the Senior Loan Agreement, the Senior Mortgage Loan and the Senior Note are also secured by, among other things, a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Senior Security Instrument**”), which Senior Security Instrument encumbers the real property described in the Senior Security Instrument, and all improvements thereon and appurtenances thereto (collectively, the “**Mortgaged Property**”). The Senior Loan Agreement, the Senior Note, the Senior Security Instrument, and any other agreement executed in connection with the Senior Mortgage Loan are referred to collectively as the “**Senior Loan Documents**.”
3. Guarantor has an economic interest in Mezzanine Borrower or will otherwise obtain a material financial benefit from the Mezzanine Loan.
4. As a condition to making the Mezzanine Loan to Mezzanine Borrower, Mezzanine Lender requires that Guarantor execute this Guaranty.

**AGREEMENTS:**

NOW, THEREFORE, in order to induce Mezzanine Lender to make the Mezzanine Loan to Mezzanine Borrower, and in consideration thereof, Guarantor agrees as follows:

1. **Recitals.**

The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Guaranty.

1. **Defined Terms.**

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the [Mezzanine Loan] [Proceeds] Agreement. The following terms, when used in this Guaranty, have the following meanings:

“**Mortgage Loan Interest**” means all rights with respect to the Mortgage Loan and all future advances and all modifications, amendments, increases, renewals, or extensions thereof, and all present and future rights, title, security, and lien interest as holder of the Mortgage Loan or otherwise with respect to the Mortgaged Property.

“**Other Guarantor**” means any other guarantor of Mezzanine Borrower’s payment or performance with respect to the Indebtedness.

“**Property Jurisdiction**” means, as the context may apply, the State of [\_\_\_\_\_\_\_\_\_\_\_\_], and the county and municipality where the Mortgaged Property is located, provided that any controversy arising under any Loan Document shall be governed by the provisions of Section 16 of this Guaranty.

1. **Guaranty.**
   1. Guarantor unconditionally and absolutely guarantees that:
      1. the Improvements will be constructed in accordance with the [Mezzanine Loan] [Proceeds] Agreement, the Plans, and all laws, rules, regulations, and requirements of all necessary and/or applicable governmental authorities;
      2. the Improvements will be completed and ready for occupancy, including the delivery of any certificates required by law, as required by the [Mezzanine Loan] [Proceeds] Agreement;
      3. Mezzanine Borrower will fully and punctually pay and discharge any and all costs, expenses, obligations, and liabilities for or in conjunction with the cost of completing the Improvements, as same become due and payable;
      4. the Mortgaged Property and the Improvements will be and remain free and clear of all liens of any and all persons furnishing materials, labor, or services in connection with the construction of the Improvements through the expiration of the time period under local law within which a lien may be filed by any such person; and
      5. Guarantor will make or cause to be made all capital contributions to Mezzanine Borrower which shall be necessary to provide Mezzanine Borrower with sufficient funds to pay the costs of completion of the Improvements in accordance with the terms of the [Mezzanine Loan] [Proceeds] Agreement.
   2. Guarantor shall hereby further absolutely, unconditionally, and irrevocably guarantee to Mezzanine Lender the full and prompt payment of any and all costs and expenses, losses, liabilities, damages (including all foreseeable and unforeseeable consequential damages), demands, claims, actions, judgments, causes of action, assessments, penalties, costs, and expenses incurred by Mezzanine Lender, including the reasonable fees of outside legal counsel, accountants, and expert witnesses incurred by Mezzanine Lender in enforcing its rights under this Guaranty.
   3. Guarantor hereby promises to pay and perform, as and when due (whether by acceleration, at maturity, or otherwise) and at all times thereafter, each and all of the items and obligations which are stated to be guaranteed hereunder but which are obligations for which Guarantor is primarily liable or are not obligations of others.
2. **Survival**.

The obligations of Guarantor under this Guaranty shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the Pledge Agreement.

1. **Guaranty of Payment**.

Guarantor’s obligations under this Guaranty constitute an unconditional guaranty of payment and not merely a guaranty of collection.

1. **Present, Unconditional, and Irrevocable Guaranty; Waivers**.

The obligations of Guarantor under this Guaranty shall be performed without demand by Mezzanine Lender and shall be present, unconditional, absolute, and irrevocable irrespective of the genuineness, validity, regularity, or enforceability of the Mezzanine Note, the Pledge Agreement, the [Mezzanine Loan] [Proceeds] Agreement, or any other Mezzanine Loan Document, 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 the benefit of all principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and agrees that Guarantor’s 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. Without limiting the generality of the foregoing, Guarantor hereby waives, to the fullest extent permitted by law, diligence in collecting the Indebtedness, presentment, demand for payment, protest, all notices with respect to the Mezzanine Note and this Guaranty which may be required by statute, rule of law or otherwise to preserve Mezzanine Lender’s rights against Guarantor under this Guaranty, including notice of acceptance, notice of any amendment of the Mezzanine Loan Documents, notice of the occurrence of any default or Event of Default, notice of intent to accelerate, notice of acceleration, notice of dishonor, notice of foreclosure, notice of protest, and notice of the incurring by Mezzanine Borrower of any obligation or indebtedness. Guarantor also waives, to the fullest extent permitted by law, all rights to require Mezzanine Lender to:

* 1. proceed against Mezzanine Borrower or any Other Guarantor,
  2. if Mezzanine Borrower or any guarantor is a partnership, proceed against any general partner of Mezzanine Borrower or the guarantor,
  3. proceed against or exhaust any collateral held by Mezzanine Lender to secure the repayment of the Indebtedness, or
  4. pursue any other remedy it may now or hereafter have against Mezzanine Borrower, or, if Mezzanine Borrower is a partnership, any general partner of Mezzanine Borrower.

1. **Modification of Mezzanine Loan Documents**.

At any time or from time to time and any number of times, without notice to Guarantor and without affecting the liability of Guarantor:

* 1. the time for payment of the principal of or interest on the Indebtedness may be extended or the Indebtedness may be renewed in whole or in part,
  2. the time for Mezzanine Borrower’s performance of or compliance with any covenant or agreement contained in the Mezzanine Note, the Pledge Agreement, the [Mezzanine Loan] [Proceeds] Agreement, or any other Mezzanine Loan Document, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived,
  3. the maturity of the Indebtedness may be accelerated as provided in the Mezzanine Note, the Pledge Agreement, the [Mezzanine Loan] [Proceeds] Agreement, or any other Mezzanine Loan Document,
  4. the Mezzanine Note, the Pledge Agreement, the [Mezzanine Loan] [Proceeds] Agreement, or any other Mezzanine Loan Document may be modified or amended by Mezzanine Lender and Mezzanine Borrower in any respect, including an increase in the principal amount, and
  5. any security for the Indebtedness may be modified, exchanged, surrendered, or otherwise dealt with or additional security may be pledged or mortgaged for the Indebtedness.

1. **Joint and Several Guaranty**.

If more than one person executes this Guaranty, the obligations of those persons under this Guaranty shall be joint and several. Mezzanine Lender, in its discretion, may:

* 1. bring suit against Guarantor, or any one or more of the Persons constituting Guarantor, and any Other Guarantor, jointly and severally, or against any one or more of them,
  2. compromise or settle with any one or more of the Persons constituting Guarantor, or any Other Guarantor, for such consideration as Mezzanine Lender may deem proper,
  3. release one or more of the Persons constituting Guarantor, or any Other Guarantor, from liability, and
  4. otherwise deal with Guarantor and any Other Guarantor, or any one or more of them, in any manner, and no such action shall impair the rights of Mezzanine Lender to collect from Guarantor any amount guaranteed by Guarantor under this Guaranty.

Nothing contained in this paragraph shall in any way affect or impair the rights or obligations of Guarantor with respect to any Other Guarantor.

1. **Subordination**.

Any indebtedness of Mezzanine Borrower held by Guarantor now or in the future is and shall be subordinated to the Indebtedness and any such indebtedness of Mezzanine Borrower shall be collected, enforced, and received by Guarantor, as trustee for Mezzanine Lender, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Without limiting the foregoing, if, for any reason whatsoever, Guarantor or any Affiliate of Guarantor should acquire the Mortgage Loan, Guarantor hereby agrees that its Mortgage Loan Interest shall be deemed unconditionally and absolutely automatically subordinated and made junior in priority to any obligations of Mezzanine Borrower to Mezzanine Lender and/or any lien of Mezzanine Lender with respect to the Mezzanine Loan and/or with respect to the Mortgaged Property, to the full extent of all indebtedness now or hereafter secured by the Mortgage Loan, including any and all future advances and all modifications, amendments, increases, renewals, and extensions of the Senior Mortgage Loan from time to time. In addition, Guarantor hereby collaterally assigns and grants to Mezzanine Lender a security interest in any interest it may have, now or in the future, in the Mortgage Loan, including the Mortgage Loan Interest. In addition, Guarantor agrees to cause any Affiliate thereof that should acquire the Senior Mortgage Loan to immediately collaterally assign all of such Affiliate’s rights with respect to the Senior Mortgage Loan and the Mortgage Loan Interest to Mezzanine Lender and to execute all documents deemed necessary or beneficial by Mezzanine Lender to evidence and perfect a first priority lien in same. In addition, if Guarantor or any such Affiliate should acquire the Senior Mortgage Loan, Guarantor agrees to cause Senior Lender to endorse the Senior Note directly to Mezzanine Lender simultaneously with such acquisition and to execute any and all documents necessary to evidence or perfect Mezzanine Lender’s lien therein. Guarantor hereby acknowledges and agrees on behalf of itself and any such Affiliate that the foregoing provision shall be operative without the necessity of execution of any further documents. Notwithstanding the foregoing, upon the request of Mezzanine Lender, Guarantor hereby agrees to execute or cause the execution by any Affiliate of Guarantor of a subordination agreement, in form and content acceptable to Mezzanine Lender, evidencing the provisions of this Section.

1. **Waiver of Subrogation Rights**.

Guarantor shall have no right of, and hereby waives any claim for, subrogation or reimbursement against Mezzanine Borrower [or, if Mezzanine Borrower is a partnership, any general partner of Mezzanine Borrower]by reason of any payment by Guarantor under this Guaranty, whether such right or claim arises at law or in equity or under any contract or statute, until the Indebtedness has been paid in full and there has expired the maximum possible period thereafter during which any payment made by Mezzanine Borrower to Mezzanine Lender with respect to the Indebtedness could be deemed a preference under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq.

1. **No Discharge of Guarantor**.

If any payment by Mezzanine Borrower is held to constitute a preference under any applicable bankruptcy, insolvency, or similar laws, or if for any other reason Mezzanine Lender is required to refund any sums to Mezzanine Borrower, such refund shall not constitute a release of any liability of Guarantor under this Guaranty. It is the intention of Mezzanine Lender and Guarantor that Guarantor’s obligations under this Guaranty shall not be discharged except by Guarantor’s performance of such obligations and then only to the extent of such performance.

1. **Financial Statements**.

Guarantor shall from time to time, upon request by Mezzanine Lender, deliver to Mezzanine Lender such financial statements as Mezzanine Lender may reasonably require.

1. **Notice**.

Any notice, election, communication, request, approval, or other document or demand required or permitted under this Guaranty shall be made in the manner set forth in Section [\_\_\_] of the [Mezzanine Loan] [Proceeds] Agreement.

1. **Assignment by Mezzanine Lender**.

Mezzanine Lender may assign its rights under this Guaranty in whole or in part and, upon any such assignment, all the terms and provisions of this Guaranty shall inure to the benefit of such assignee to the extent so assigned. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, and assigns of such parties.

1. **Entire Agreement**.

This Guaranty and the other Mezzanine Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements. There are no unwritten oral agreements between the parties. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Guaranty and the other Mezzanine Loan Documents. Guarantor acknowledges that it has received a copy of the Mezzanine Note and all other Mezzanine Loan Documents. Neither this Guaranty nor any of its provisions may be waived, modified, amended, discharged, or terminated except by an agreement in writing signed by the party against which the enforcement of the waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in that agreement.

1. **Governing Law; Consent to Jurisdiction and Venue**.
   1. This Guaranty and any other Mezzanine Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the [Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: State of New York] without giving effect to any conflict of law or choice of law rules that would result in the application of the laws of another jurisdiction, and Guarantor hereby consents to the personal jurisdiction of the courts of the [Property Jurisdiction and the applicable United States District Court] [FOR DUS PLUS AND CI MEZZ: State of New York and of the United States District Court for the Southern District of New York] in any action that may be commenced by Mezzanine Lender to enforce its rights hereunder or under the Mezzanine Loan Documents.
   2. In the administration or litigation of a controversy arising under or in relation to this Guaranty or the security for the Indebtedness, Guarantor consents to the exercise of personal jurisdiction by the [Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: State of New York] court or federal court in [such Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: the State of New York]. Guarantor agrees that the [Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: State of New York] courts have subject matter jurisdiction over such controversies. If Lender elects to sue in [Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: State of New York] court, Guarantor waives any right to remove to federal court or to contest the [Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: State of New York] court’s jurisdiction. Guarantor waives any objection to venue in any [Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: State of New York] court or federal court in [such Property Jurisdiction] [FOR DUS PLUS AND CI MEZZ: the State of New York], and covenants and agrees not to assert any objection to venue, whether based on inconvenience, domicile, habitual residence, or other ground.
2. **SERVICE OF PROCESS.**

**GUARANTOR TO THE EXTENT PERMITTED BY APPLICABLE LAW (A) HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN THE ABOVE-NAMED COURTS, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SUCH COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION, OR PROCEEDING IS IMPROPER OR THAT THIS GUARANTY, THE SUBJECT MATTER HEREOF, THE OTHER MEZZANINE LOAN DOCUMENTS OR THE SUBJECT MATTER THEREOF (AS APPLICABLE) MAY NOT BE ENFORCED IN OR BY SUCH COURT, (B) HEREBY WAIVES THE RIGHT TO REMOVE ANY SUCH SUIT, ACTION, OR PROCEEDING INSTITUTED BY MEZZANINE LENDER IN STATE COURT TO FEDERAL COURT, OR TO REMAND AN ACTION INSTITUTED IN FEDERAL COURT TO STATE COURT, AND (C) HEREBY WAIVES THE RIGHT TO ASSERT IN ANY SUCH SUIT, ACTION, OR PROCEEDING ANY OFFSETS OR COUNTERCLAIMS EXCEPT COUNTERCLAIMS THAT ARE COMPULSORY OR OTHERWISE ARISE FROM THE SAME SUBJECT MATTER. GUARANTOR HEREBY CONSENTS TO SERVICE OF PROCESS BY MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN TO IT PURSUANT HERETO. GUARANTOR AGREES THAT ITS SUBMISSION TO JURISDICTION AND CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF MEZZANINE LENDER AND ITS TRANSFEREES, SUCCESSORS, AND ASSIGNS. FINAL JUDGMENT AGAINST GUARANTOR IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE, AND MAY BE ENFORCED IN ANY OTHER JURISDICTION (1) BY SUIT, ACTION, OR PROCEEDING ON THE JUDGMENT, A CERTIFIED OR TRUE COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND OF THE AMOUNT OF INDEBTEDNESS OR LIABILITY OF GUARANTOR THEREIN DESCRIBED, OR (2) IN ANY OTHER MANNER PROVIDED BY OR PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION, PROVIDED, HOWEVER, THAT MEZZANINE LENDER MAY AT ITS OPTION BRING SUIT, OR INSTITUTE OTHER JUDICIAL PROCEEDINGS, AGAINST GUARANTOR OR ANY OF ITS ASSETS IN ANY STATE OR FEDERAL COURT OF THE UNITED STATES OR OF ANY COUNTRY OR PLACE WHERE THE SUBMITTING PARTY OR SUCH ASSETS MAY BE FOUND.**

1. **WAIVER WITH RESPECT TO DAMAGES.**

**GUARANTOR ACKNOWLEDGES THAT MEZZANINE LENDER DOES NOT HAVE ANY FIDUCIARY RELATIONSHIP WITH, OR FIDUCIARY DUTY TO, GUARANTOR ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR ANY OTHER MEZZANINE LOAN DOCUMENT AND THE RELATIONSHIP BETWEEN MEZZANINE LENDER AND GUARANTOR, IN CONNECTION HEREWITH AND THEREWITH IS SOLELY THAT OF DEBTOR AND CREDITOR. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR SHALL NOT ASSERT, AND GUARANTOR HEREBY WAIVES, ANY CLAIMS AGAINST MEZZANINE LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS GUARANTY, ANY OTHER MEZZANINE LOAN DOCUMENT, ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

1. **Change of Address**.

Guarantor agrees to notify Mezzanine Lender (in the manner for giving notices provided in Section 13 above) of any change in Guarantor’s address within ten (10) Business Days after such change of address occurs.

1. **WAIVER OF JURY TRIAL.**

**GUARANTOR AND MEZZANINE LENDER EACH (A) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS GUARANTY OR ANY MEZZANINE LOAN DOCUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS GUARANTOR AND MEZZANINE LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

1. **Right of Fannie Mae to Enforce**.

Guarantor acknowledges, confirms, and agrees that this Guaranty may be enforced by, and the privileges of the beneficiary hereunder shall inure to the benefit of Fannie Mae (and its transferees, successors, and assigns), as holder of the Senior Note, and secured by lien on the Mortgaged Property, in the event that, prior to the completion of the Improvements, either (a) Mezzanine Lender assumes ownership of Borrower, whether by foreclosure of the pledged interests under the Pledge Agreement, or by any other action intended to afford Mezzanine Lender the practical realization of such pledged interests, or (b) Mezzanine Lender withdraws from, abandons, forgives, or forbears on the Mezzanine Loan, or takes any other action that results in Mezzanine Lender relinquishing its interest, or any portion thereof, in the Mezzanine Loan. Fannie Mae is a third party beneficiary of this Guaranty for the purposes of effecting the rights and remedies afforded to it pursuant to this Section 21.

1. **[DRAFTING NOTE: INSERT STATE SPECIFIC PROVISIONS, IF ANY.]**

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, Guarantor has signed and delivered this Guaranty under seal (where applicable) or has caused this Guaranty to be signed and delivered under seal (where applicable) by its duly authorized representative. Where applicable law so provides, Guarantor intends that this Guaranty shall be deemed to be signed and delivered as a sealed instrument.

**GUARANTOR**:

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_