**[DRAFTING NOTE: USE THIS FORM WHEN THE GUARANTOR IS A FOREIGN PERSON.]**

**AGREEMENT TO SUBMIT TO UNITED STATES JURISDICTION**

This Agreement to Submit to United States Jurisdiction (this “**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT GUARANTOR NAME, FOREIGN LOCATION OF FORMATION, AND TYPE OF ENTITY]** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Guarantor**”), having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT FOREIGN ADDRESS OF GUARANTOR]** for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT DUS LENDER NAME AND TYPE OF ENTITY]** (“**Lender**”) having an address at c/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT ADDRESS OF LENDER]**.

**RECITALS:**

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT BORROWER NAME, STATE OF FORMATION AND TYPE OF ENTITY]** (“**Borrower**”) has applied to Lender for a loan (the “**Mortgage Loan**”) in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as evidenced by a note (the “**Note**”) and secured by a deed of trust, mortgage or deed to secure debt (the “**Security Instrument**”) on the property known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT PROPERTY NAME]** located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT PROPERTY ADDRESS]** (the “**Mortgaged Property**”).

B. Guarantor has an economic interest in Borrower or will otherwise obtain a material financial benefit from the Mortgage Loan.

C. In consideration of the Mortgage Loan, and as a material condition thereof, the undersigned Guarantor has agreed to submit to the jurisdiction of the state and federal courts of the jurisdiction where the Mortgaged Property is located.

NOW, THEREFORE, Guarantor hereby agrees as follows:

**AGREEMENTS:**

1. To the extent, if any, to which Guarantor may be deemed to have or hereafter to acquire immunity, on the ground of sovereignty or otherwise, from any judicial process or proceeding to enforce the Note or Security Instrument or to collect amounts due under the Note or Security Instrument (including attachment proceedings prior to judgment or in aid of execution) in any jurisdiction, Guarantor hereby waives such immunity and agrees not to claim the same. Any suit, action or proceeding arising out of or relating to this Agreement, the Note, Security Instrument, or the Mortgage Loan shall exclusively be instituted in any state or federal court sitting in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT PROPERTY JURISDICTION]**, United States of America, and Guarantor irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding and waives, to the fullest extent permitted by law, any objection that Guarantor may now or hereafter have to:
	1. the personal jurisdiction of such court in any such suit, action or proceeding;
	2. the laying of venue of any such suit, action or proceeding brought in such court; and
	3. any claim that any such suit, action or proceeding was brought in an inconvenient forum.
2. Guarantor hereby irrevocably designates, appoints and empowers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT GUARANTOR AGENT LOCATED IN THE PROPERTY JURISDICTION]** having an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT AGENT ADDRESS]**, as authorized agent to receive, for and on behalf of Guarantor and Guarantor’s properties with respect to the Mortgage Loan, service of process in any suit, action or proceeding instituted under Paragraph 1 of this Agreement. Guarantor further irrevocably consents to the service of process in any suit, action or proceeding described in Paragraph 1 of this Agreement by the mailing of copies thereof by certified mail, postage prepaid, to its designated agent at the address set forth above or to Guarantor at Guarantor’s address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT FOREIGN GUARANTOR ADDRESS]**, or in any other manner permitted by law, such service to become effective upon the earlier of the date fifteen (15) days after such mailing, or any earlier date permitted by applicable law, whether or not the agent gives notice to Guarantor of such service of process. Guarantor agrees that it will at all times continuously maintain an agent to receive service of process in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT PROPERTY JURISDICTION]** on behalf of Guarantor and Guarantor’s properties with respect to the Mortgage Loan; and in the event that, for any reason, the agent named above or such agent’s successors shall no longer serve as agent of Guarantor to receive service of process on his behalf, Guarantor shall promptly appoint a successor agent to so serve and advise Lender in writing thereof.

**[Remainder of Page Intentionally Blank]**

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

**GUARANTOR:**

By: (SEAL)

Name:

Title:

Date:

**[NOTE: The form of the affidavit (or declaration, if permissible) shall be revised as necessary to comply with the laws of the applicable U.S. jurisdiction. When notarization is necessary, the affidavit shall be notarized by a U.S. notary or U.S. consular official.  If notarization by a U.S. notary or U.S. consular official is impracticable, an appropriate apostille or authentication shall be annexed to the affidavit.**]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** )

 ss.:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in for said County and State, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, executed the foregoing instrument for the purposes therein contained by signing his name as his free act and deed.

WITNESS my hand and official seal at office this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_.

Notary Public

My commission expires: