

LIMITED GUARANTY OF PAYMENT
of
“NON-RECOURSE” MORTGAGE

_____, 20____

In consideration of the making of a \$ _____ mortgage loan dated the date hereof (“Loan”) to _____ (the “Borrower”) secured by a mortgage of even date (“Mortgage”) on property located at _____, _____ (“Premises”) and all loans, extensions of credit, renewals and other instruments for payment of money and any security documents relative thereto made in connection with such Loan in favor of [Bank] (hereinafter “Bank”) having an office at [Bank’s Address], the undersigned (each, any and all of whom are hereinafter called “Guarantor”) hereby absolutely and unconditionally, jointly and severally, guarantee to and agree to indemnify Bank, its successors and assigns, the prompt and unconditional payment of any loss, cost or expense whatsoever (including, without limitation, reasonable legal fees and expenses) (a) arising out of proceeds paid under any insurance policies (or paid as a result of any other claim or cause of action against any person or entity) by reason of damage, loss or destruction to all or any portion of the Premises, to the full extent of such proceeds not previously delivered to Bank but which, under the terms of the Mortgage or the Loan Documents (hereinafter defined) should have been delivered to Bank, (b) for proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of all or any portion of the Premises, or any of them, to the full extent of such proceeds or awards not previously delivered to Bank but which, under the terms of the Mortgage or the Loan Documents, should have been delivered to Bank, (c) for all tenant security deposits or other refundable deposits paid to or held by Borrower or any other person or entity in connection with leases of all or any portion of the Premises which are not applied in accordance with the terms of the applicable lease or other agreement, (d) for rent and other payments received from tenants under leases of all or any portion of the Premises paid more than one month in advance, (e) for rents, issues, profits and revenues of all or any portion of the premises received or applicable to a period after any notice of default from Bank hereunder or under the Loan Documents in the event of any default by Borrower hereunder or thereunder which are not either applied to the ordinary and necessary expenses of owning and operating the Premises or paid to Bank, (f) for damage to the Premises as a result of the intentional misconduct or gross negligence of Borrower or any of its principals, officers or general partners, or any agent or employee of any such persons, or any removal of the Premises in violation of the terms of the Mortgage or the Loan Documents, to the full extent of the losses or damages incurred by Bank on account of such failure, (g) for so long as Borrower is in possession and control of the Premises, for failure to pay any valid taxes, assessments, mechanic’s liens, materialmen’s liens or other liens which could create liens on any portion of the Premises which would be superior to the lien or security title of the Mortgage or the Loan Documents, to the full extent of the amount claimed by any such lien claimant, (h) for all obligations and indemnities of Borrower under the Mortgage and the Loan Documents relating to hazardous or toxic substances or compliance with environmental laws and regulations to the full extent of any losses or damages (including those resulting from diminution in value of any Premises) incurred by Bank as a result of the existence of such hazardous or toxic substances or failure to comply with environmental laws or regulations, and (i) for misapplication of Borrower’s funds or property, or fraud or material misrepresentation by Borrower or any of its principals, officers, or general partners, any guarantor, any indemnitor or