

GENERAL GUARANTY AND SURETYSHIP AGREEMENT

THIS GENERAL GUARANTY AND SURETYSHIP AGREEMENT, made this ____ day of _____, 201_, by _____, having a residence address at _____ (hereinafter called the “Guarantor”) in favor of JUMPSTART GERMANTOWN, LLC, a Pennsylvania limited liability company (hereinafter called “Jumpstart Germantown”), with an office at 6825 Germantown Avenue, 2nd Floor, Philadelphia, Pennsylvania 19119.

WITNESSETH:

A. _____, LLC., a Pennsylvania limited liability company (hereinafter called “Borrower”), has requested Jumpstart Germantown to make a commercial mortgage loan in the amount of _____ (\$_____.00)(the “Loan”) to Borrower as described in that certain Mortgage Note by and between Borrower and Jumpstart Germantown dated of even date herewith (the “Note”).

B. In order to induce Jumpstart Germantown to make the Loan to Borrower as described in the Note, Guarantor has offered to and has agreed to enter into this Guarantor and Suretyship Agreement.

C. Jumpstart Germantown has agreed to make the Loan to Borrower in consideration of, among other things, the covenants and obligations made and assumed by Guarantor as herein set forth.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, Guarantor irrevocably and unconditionally agrees as follows:

1. Guarantor hereby guarantees the punctual payment, performance and satisfaction of all Borrower’s obligations and indebtedness to Jumpstart Germantown whether now existing or hereafter arising (primary, secondary, direct, contingent, sole, joint and/or several), arising under any note, agreement, instrument, letter of credit, overdraft, mortgage, security agreement or indemnification agreement between Jumpstart Germantown and Borrower, or any of them, (collectively, the “Obligations”), it being expressly understood and agreed that this is a continuing guaranty and surety and the obligations of the undersigned hereunder shall be absolute under any and all circumstances without regard to the validity, regularity or enforceability of the documents evidencing the Obligations.

2. Guarantor hereby (i) waives any right to notice of advances made to Borrower from time to time under the provisions of the Note of other loan documents associated with the Note, (ii) waives any right and all defenses Guarantor may have by reason of any forbearance, modification, waiver, renewal or extension which Jumpstart Germantown may grant, or to which Jumpstart Germantown and Borrower may agree, with respect to the Loan

Documents, (iii) waives notice of acceptance of this Guaranty, (iv) waives presentment, demand, notice or protest of any kind, and (v) waives any right under any statute or rule of law, where such right or rights can be legally waived, to require Jumpstart Germantown to take any action against Borrower or to marshal its claims against Borrower's assets.

3. The Obligations of Guarantor under this Agreement are primary, absolute, independent, irrevocable and unconditional. This Agreement is an agreement of suretyship as well as of guaranty and without being required to proceed first against Borrower or any person or entity, or against any real property or against any other security for Borrower's obligations to Jumpstart Germantown, Jumpstart Germantown may proceed directly against Guarantor whenever Borrower fails to make any payment when due, or otherwise fails to perform any obligation now or hereafter owed to Jumpstart Germantown, subject to any applicable notice and cure periods. This Agreement shall remain in full force and effect until all sums due under the Note or other associated loan documents have been paid in full to Jumpstart Germantown and until all such sums received by Jumpstart Germantown are not subject to rescission or repayment upon the bankruptcy, insolvency or reorganization of Borrower.

4. The Obligations of Guarantor under this Agreement shall be unconditional and irrevocable, irrespective of (i) the genuineness, validity or enforceability of the Note or associated loan documents, (ii) any limitation of liability of Borrower contained in the Note or associated loan documents, (iii) the existence or impairment of any security given to secure the Note or associated loan documents, (iv) impossibility or the illegality of performance on the part of Borrower of its obligations under the Note or associated loan documents, (v) the sale or other transfer of all or any portion of any property securing the Note or associated loan documents, (vi) any defense that may arise by reason of the incapacity or lack of authority of Borrower or Guarantor; (vii) any action or inaction by Jumpstart Germantown or the failure of Jumpstart Germantown to file or enforce a claim against the estate of Borrower in any bankruptcy or other proceeding, or (viii) any other circumstances, occurrence or condition, whether similar or dissimilar to any of the foregoing, which otherwise constitutes a legal or equitable defense, discharge or release of a Guarantor. If Borrower defaults, subject to any applicable notice and cure periods, under the Note or associated loan documents and Jumpstart Germantown is prevented from accelerating payment under the Note or associated loan documents (whether because of Borrower's bankruptcy, insolvency or reorganization or any other reason), Jumpstart Germantown shall be entitled to receive from Guarantor, upon demand by Jumpstart Germantown, the sums which would have otherwise been due and payable had such acceleration occurred.

5. Guarantor agrees that Jumpstart Germantown may at any time and from time to time, with or without consideration, without notice to or further consent of Guarantor, either (i) make additional loans or advances to Borrower, (ii) release any one or more Borrower or guarantors of the Obligations, (iii) renew, extend, modify, supplement, amend, release, alter or compromise the terms of any Obligations, including increasing the interest rate on any Note or associate loan documents or amending the repayment provisions or extending or decreasing the term of any Note or associated loan documents, or (iv) agree to the substitution, exchange or release of all or any part of any collateral securing the Obligations, or any other property of

Borrower or the release of any other guarantor. Any such action shall not in any way affect or diminish the liability of Guarantor under this Agreement.

6. If Guarantor shall advance any sums to Borrower or its successors or assigns, or if Borrower or its successors or assigns shall now be or hereafter become indebted to Guarantor, such sums or indebtedness shall be subordinate in payment and in all other respects to the amounts then due and owing to Jumpstart Germantown under the Obligations. If Guarantor collects any of such sums or indebtedness from Borrower at any time when either Borrower is in default under the Obligations or when any accrued installment of principal or interest or both is unpaid under the Obligations or when it is reasonably foreseeable that the payment of such sums to Guarantor will render Borrower financially unable to duly perform any of Borrower's subsequent obligations under the Obligations, such collected funds shall be deemed collected and received by Guarantor in trust for Jumpstart Germantown, and shall be paid over to Jumpstart Germantown, upon demand by Jumpstart Germantown, for application, when received, on account of Borrower's obligations under the Obligations. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the Obligations or all or any part of Jumpstart Germantown's interest in the Obligations.

7. Guarantor represents and warrants that (i) Guarantor has reviewed or waived the right to examine the Note and associated loan documents; (ii) that Guarantor has the legal right to enter into, execute and deliver this Agreement; (iii) that this Agreement is a valid and a binding legal Obligation of Guarantor, and is fully enforceable against Guarantor in accordance with its terms; (iv) that the execution, delivery and performance by Guarantor of this Agreement will not violate or constitute a default under any indenture, note, loan or credit agreement or any other agreement or instrument to which Guarantor is a party or is bound; (v) Guarantor has an interest in the ultimate recipient of the Loan proceeds and will benefit from Jumpstart Germantown making the Loan to the Borrower; and (vi) if Guarantor or Borrower has delivered to Jumpstart Germantown financial statements of Guarantor, there has been no material adverse change in the financial condition of Guarantor shown on such financial statements delivered to Jumpstart Germantown.

8. Notwithstanding anything contained in this Guarantor and Suretyship Agreement or in the associated loan documents to the contrary, Guarantor shall be in default under this Agreement upon the making by Guarantor of an assignment for the benefit of creditors, or the appointment of a trustee or receiver for Guarantor, or for any property of Guarantor, or the commencement of any proceeding by or against Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law and in the event that an action or proceeding is commenced against Guarantor, such action or proceeding is not dismissed within sixty (60) days, or if any material representation or warranty made by Guarantor in this Agreement is incorrect or fails to state a material fact which is necessary so as to make the representation or warranty not misleading, or if Guarantor fails to perform any of its material Obligations under this Agreement, or breaches any of his material covenants under this Agreement, or if Guarantor causes or suffers to occur a material adverse change in his financial condition. Upon the occurrence of any such default, Jumpstart Germantown may, at its option, as to Guarantor, accelerate the indebtedness evidenced and secured by the Note or the associated loan documents.

9. If any settlement, discharge, payment, grant of security or transfer of property relating to discharging any duty or liability created under this Agreement is rescinded or avoided by virtue of any provision of any bankruptcy, insolvency, or other similar law affecting creditors' rights, Jumpstart Germantown will be entitled to recover the value or amount of any such settlement, discharge, payment, grant of security or transfer of property from Guarantor as if such settlement, discharge, payment, grant of security or transfer of property had not occurred.

10. Any notice, demand, request or other communication which Jumpstart Germantown may desire to give to Guarantor with respect to this Agreement shall be deemed sufficient if in writing and mailed by certified mail, postage prepaid, addressed to Guarantor at the address of Guarantor set forth in the heading of this Agreement. No change of address by Guarantor shall be effective as against Jumpstart Germantown unless Guarantor shall have advised Jumpstart Germantown of the change of address by writing, mailed to Jumpstart Germantown by certified mail, return receipt requested, postage prepaid.

11. All rights and remedies of Jumpstart Germantown under this Agreement, the Loan Documents, or by law are separate and cumulative, and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies. The enumeration in this Agreement of any waivers or consents by Guarantor shall not be deemed exclusive of any additional waivers or consents by Guarantor which may be deemed to exist in law or equity. No delay or omission by Jumpstart Germantown in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment of this Agreement shall be deemed made by Jumpstart Germantown unless in writing and duly signed by Jumpstart Germantown. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Jumpstart Germantown, and no single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise thereof or any other right or remedy.

12. Guarantor grants to Jumpstart Germantown a right of set-off against and a security interest in and a lien upon all property of Guarantor now or at any time in the future in the possession of Jumpstart Germantown, including any balance or share of any deposit account, to secure the amounts due or to become due under this Agreement.

13. Guarantor will at the request of Jumpstart Germantown, deliver to Jumpstart Germantown a signed copy of Guarantor's most recent federal income tax return with all schedules attached.

14. If Jumpstart Germantown employs counsel to enforce any liability of Borrower or Jumpstart Germantown's rights under this Agreement by suit or otherwise (including, but not limited to, participation of Jumpstart Germantown in any case under the bankruptcy Code initiated by or against any Borrower or Guarantor), Guarantor will reimburse Jumpstart Germantown, upon demand, for all reasonable expenses incurred in connection therewith (including, without limitation, reasonable attorney's fees) whether or not suit is actually instituted.

15. This Agreement shall be binding upon Guarantor, and Guarantor's heirs, administrators, legal representatives, executors, successors and assigns, and shall inure to the benefit of Jumpstart Germantown and its successors and assigns. This Agreement may be assigned by Jumpstart Germantown.

16. Guarantor agrees that this Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Guarantor consents to the jurisdiction and venue of the Federal court located in Philadelphia County, Pennsylvania and the Commonwealth courts in Philadelphia County, Pennsylvania in any action on, relating to or mentioning this Agreement.

17. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect and shall be liberally construed in favor of Jumpstart Germantown in order to effect the provisions of this Agreement.

18. Nothing contained in this Agreement is intended to supersede, modify or otherwise affect any other guaranty or suretyship agreement from Guarantor to Jumpstart Germantown.

19. In the event Guarantor consists of more than one person, firm or corporation, the Obligations and liabilities hereunder of such persons, firms and corporations shall be joint and several, and the word "Guarantor" shall mean all or some or any of them. The Obligations and liabilities of Guarantor shall be joint and several Obligations and liabilities with any other guarantor(s) who have executed separate guaranty agreements of Borrower's obligations to Jumpstart Germantown. For purposes of this instrument the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

20. GUARANTOR AND JUMPSTART GERMANTOWN EACH HEREBY WAIVE ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST ANY OF THE PARTIES TO THIS AGREEMENT WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO UNDER THIS AGREEMENT OR UNDER THE LOAN DOCUMENTS.

21. UPON AN EVENT OF DEFAULT UNDER THE LOAN DOCUMENTS OR AFTER A DEFAULT BY GUARANTOR UNDER THIS AGREEMENT, GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY CLERK, PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD IN PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR GUARANTOR IN ANY ACTION BROUGHT ON THIS AGREEMENT, AND TO CONFESS JUDGMENT AGAINST GUARANTOR FOR ALL PRINCIPAL AND INTEREST AND ALL OTHER SUMS, INCLUDING ATTORNEYS' FEES, THEN DUE PURSUANT TO THE TERMS OF THIS AGREEMENT, THE LOAN DOCUMENTS, OR ANY OF

THEM, AND FOR COSTS OF SUIT AND A REASONABLE ATTORNEY'S COMMISSION, BUT IN ANY EVENT NOT LESS THAN FIVE THOUSAND DOLLARS (\$5,000.00), TOGETHER WITH INTEREST ON ANY JUDGMENT OBTAINED BY JUMPSTART GERMANTOWN AT THE RATE OF INTEREST SPECIFIED IN THE LOAN DOCUMENTS AFTER A DEFAULT AND DESCRIBED IN THE LOAN DOCUMENTS AS THE "DEFAULT RATE" (THE "DEFAULT RATE"), INCLUDING INTEREST AT THE DEFAULT RATE FROM AND AFTER THE DATE OF ANY SHERIFF'S OR JUDICIAL SALE UNTIL ACTUAL PAYMENT IS MADE TO JUMPSTART GERMANTOWN OF THE FULL AMOUNT DUE JUMPSTART GERMANTOWN, AND FOR SO DOING THIS SHALL BE A GOOD AND SUFFICIENT WARRANT. GUARANTOR WAIVES AND RELINQUISHES ALL ERRORS, DEFECTS AND IMPERFECTIONS IN THE ENTRY OF JUDGMENT AS AFORESAID, OR IN ANY PROCEEDING PURSUANT THERETO, AND ALL BENEFITS THAT MAY ACCRUE TO HIM/HER/IT BY VIRTUE OF ANY LAW OR RULE OF COURT RELATING TO A STAY OF EXECUTION OR EXEMPTING ANY PROPERTY FROM LEVY OR SALE UNDER EXECUTION. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL ALL OBLIGATIONS OF BORROWER TO JUMPSTART GERMANTOWN HAVE BEEN FULLY DISCHARGED.

IN WITNESS WHEREOF, Guarantor has executed and sealed this Agreement the day and year first above written.

GUARANTOR:

By: _____
Name:
Title:

WITNESS:

_____ (SEAL)
Witness

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On the _____ day of _____, 20____, before me, a notary public in and for the Commonwealth and County aforementioned, the undersigned officer, personally appeared _____, who executed the foregoing document for purposes therein contained by signing his/her name thereto on behalf of such Limited Liability Company, for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission expires: