Guaranty of License for Fayette Square

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution of that certain Apartment License (the “License”) between CAPSTONE PROPERTIES CORP., as agent for Maryland Economic Development Corporation, Inc. the owner of Fayette Square Apartments, as OWNER, and RESIDENT, regarding a portion of the property known as Fayette Square Apartments located at 518 West Fayette Street, Baltimore, Maryland 21201 (the “Premises”); the undersigned Guarantor, either a parent, legal guardian or indemnitee of Resident, hereby absolutely and unconditionally guarantees to Owner the full and prompt payment of all housing fees, additional fees, and any and all other sums and charges payable by Resident under the License, as well as the performance by Resident of all other covenants, terms, conditions and agreements of the License to be performed and observed by Resident. Guarantor hereby covenants and agrees that if default shall at any time be made by Resident in the payment of any such fees or the performance of the covenants, terms, conditions or agreements in the License, Guarantor will pay to Owner, within 10 days of Owner mailing notice of default to Guarantor, such fees and other sums and charges due to Owner’s reasonable attorney’s fees that may arise as a consequence of any default by Resident under the License or by the enforcement of this Guaranty. If more than one guarantor executes this Guaranty, their obligations herein shall be joint and several.

This Guaranty is an absolute, continuing and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Owner's part of any kind or nature whatsoever against Resident and without the necessity of any notice of nonpayment, notice of protest, notice of dishonor, notice of non-performance, presentment, notice of non-observance, notice of acceleration or acceptance of this Guaranty, or any other notice or demand, all of which Guarantor hereby expressly waives. Guarantor hereby agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the relief of Resident from any of Resident’s obligations under the License by the rejection of the License or the imposition of any stay in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other person or entity. Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought in the State of Maryland and Guarantor consents to personal jurisdiction of such State's courts and agrees that the venue of any action to enforce this Guaranty shall lie in Baltimore County, Maryland.

This Guaranty shall be guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the License or any subleasing of the Premises or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the License, or by reason of any extensions of time that may be granted by Owner to Resident or by reason of any other accommodations, alterations, modifications or other indulgences granted by Owner to Resident, whether or not Guarantor has knowledge or notice thereof.

The License together with this Guaranty may be assigned by Owner without to Guarantor. An assignment by Owner of the License and/or the rents and other receipts thereof made either with or without Guarantor's knowledge or notice shall not relieve Guarantor from any liability hereunder. Guarantor shall be and remain unaffected (a) by any understanding or agreement that any other person, firm or corporation was or is to execute this or any other guaranty or any other document or instrument evidencing or guaranteeing the License; or (b) by resort on the part of Owner, or failure of Owner to resort, to any other security or remedy for the collection of amounts owed by Resident under the License; or (c) by the bankruptcy, insolvency, dissolution or incapacity of Guarantor, Resident, or any other person, and in case of any such bankruptcy, the failure of the Owner to file a claim against such bankrupt's estate, or the failure of Owner otherwise to seek remedies as a consequence of such events.

All of the rights and remedies of Owner under the License or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy herein or herein shall be construed as a waiver or exclusion of any other right or remedy available to Owner.
This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of Guarantor and shall insure to the benefits of the Owner, its successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty this ___ day of __________, 20___.

Guarantors may provide photocopies of valid driver’s licenses in lieu of Notary certification.

GUARANTOR SIGNATURE

Print Name: ________________________________
Address: ________________________________
Telephone (home) (    ) ____________________
Telephone (home) (    ) ____________________
Employer: ________________________________
Social Security#: __________________________
Driver’s License#: _________________________

Print Name: ________________________________
Address: ________________________________
Telephone (home) (    ) ____________________
Telephone (home) (    ) ____________________
Employer: ________________________________
Social Security#: __________________________
Driver’s License#: _________________________

For Notary Use ONLY:

STATE OF __________________________, CITY COUNTY OF __________________________, to wit

I HEREBY CERTIFY, that on this _____ day of ____________________, 20______, before me, the subscriber, A Notary Public in and for the State and City/County aforesaid, personally appeared ________________, who made oath in due form of law he/she/they executed the foregoing Guaranty for the purposes therein contained.

My Commission Expires: ____________________________

Notary Public