

Prepared by:

Jumpstart Philly, LLC
4701 Germantown Avenue, 3rd Floor
Philadelphia, PA 19144
215-247-5555

After Recording Return to:

Jumpstart Philly, LLC
4701 Germantown Avenue, 3rd Floor
Philadelphia, PA 19144
215-247-5555

Parcel/UIP No(s):

|OPA|

OPEN END CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT
(This is an Open End Mortgage and secures future advances pursuant to
42 Pa. CS §§8143 and 8144, Act No. 126 of 1990

THIS MORTGAGE AND SECURITY AGREEMENT made this _____ day of _____, 20____ by *|Borrower|*, with a mailing address of *|BorrowerAddress|* ("Mortgagor"), in favor of JUMPSTART PHILLY, LLC, a Pennsylvania limited liability company, with an office at 4701 Germantown Avenue - 3rd Floor, Philadelphia, Pennsylvania 19144 ("Mortgagee").

Mortgagor has executed and delivered to Mortgagee its promissory note dated this date ("Note"), payable to the order of Mortgagee in the stated principal sum of *|LoanAmountWritten|* (*|LoanAmount|*), payable with interest and on the terms and conditions set forth therein, all of which are incorporated herein by reference. Mortgagor and Mortgagee have executed a loan agreement dated this date ("Loan Agreement"), pursuant to the terms of which Mortgagee has agreed to make a loan in the amount of *|LoanAmountWritten|* (*|LoanAmount|*) ("Loan") to Mortgagor under the terms and conditions set forth therein, all of which are incorporated herein

by reference. The Loan Agreement, the Note, this Mortgage and Security Agreement and any other document executed and delivered in connection with the Loan are hereinafter referred to individually as a "Loan Document" and collectively as the "Loan Documents," and any guaranty of, and any other collateral securing any of Mortgagor's obligations under any of the Loan Documents are hereinafter referred to collectively as "Collateral".

NOW THIS MORTGAGE AND SECURITY AGREEMENT WITNESSETH, that in consideration of the aforesaid principal sum and as security for the payment thereof with interest as aforesaid, together with all other sums recoverable by Mortgagee under the terms of the Loan Documents, together with all existing and future liabilities of Mortgagor to Mortgagee under the Loan Documents (said indebtedness, interest and all other sums and liabilities are hereinafter collectively referred to as the "Aggregate Debt"), and as security for the due and timely performance by Mortgagor of all of the other provisions of the Loan Documents, and intending to be legally bound hereby, Mortgagor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, RELEASES, PLEDGES and MORTGAGES to Mortgagee all that certain real property known as *|ProjectAddress|*, as more fully described in Exhibit A attached hereto and made a part hereof ("Real Property");

TOGETHER WITH all right, title and interest of Mortgagor in and to the following property rights and interests, which Mortgagor hereby assigns to Mortgagee until the Aggregate Debt is paid (the Real Property together with the following property being hereinafter collectively called the "Mortgaged Property"):

(a) all buildings and other improvements now or hereafter located on the Real Property ("Improvements");

(b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, air rights, development rights, oil and gas rights, water rights, water stock, tenements, hereditaments and appurtenances whatsoever thereunto belonging to or in any way made appurtenant hereafter, and the reversions and remainder, with respect thereto ("Appurtenances");

(c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances and other property of every kind and nature whatsoever, together with replacements thereof and accessories, parts or accessions thereto, owned by Mortgagor or in which Mortgagor has or shall have an interest, and whether or not now or hereafter located on the Real Property, and any and all proceeds of any of the foregoing ("Equipment");

(d) all building materials, building machinery and building equipment delivered on site to the Real Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time during the term of this Mortgage and Security Agreement ("Building Equipment");

(e) all general intangibles relating to the development or use of the Real Property, including but not limited to all licenses, permits and agreements from or with all boards, agencies, departments, public utilities, governmental or otherwise, all names under which or by which the Real Property or Improvements may at any time be operated or known and all rights to carry on business under any such names or any variations thereof, all trademarks and

goodwill in any way relating to the Real Property, all shares of stock or other evidence of ownership of any part of the Real Property owned by Mortgagor in common with others, and all documents of membership in any owners or members association or similar group having responsibility for managing or operating any portion or all of the Real Property ("Intangibles");

(f) all awards or payments, including interest thereon, which may be made to Mortgagor with respect to the Real Property and Improvements, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Real Property or Improvements including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts, all apportionments of taxes, reimbursement of attorneys and engineers fees, all moving expenses and all business dislocation expenses ("Awards");

(g) all insurance policies covering the Real Property or Improvements and all proceeds or any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property or Improvements ("Insurance Policies");

(h) all leases, agreements of sale and other agreements affecting the use or occupancy of any portion or all of the Real Property or Improvements, whether heretofore or hereafter executed and all rights of Mortgagor to payment under any such lease or agreement ("Leases and Agreements");

(i) all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the rendering of services including, but not limited to (i) the lease of all or a portion of the Real Property or Improvements, or (ii) the operation of any income-producing facility on the Real Property or Improvements (all of such proceeds, receipts and income are hereinafter referred to as the "Income and Rents" and all such rights are hereinafter referred to as the "Accounts Receivable");

(j) any securities or guaranties held by Mortgagor with respect to any of the Intangibles, Awards, Leases or Accounts Receivable, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same ("Securities");

(k) all Loan funds held by Mortgagee, whether or not disbursed, all funds deposited by Mortgagor with Mortgagee pursuant to the Loan Agreement or otherwise, all reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the Improvements ("Deposits"); and

(l) the right, in the name and on behalf of itself or Mortgagor, to appear in or defend any action or proceeding brought with respect to the Real Property or Improvements (including without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Mortgagee in the Real Property and Improvements; and

(m) all construction contracts affecting the Real Property and Improvements, including, but not limited to, the construction management contract and all direct contracts between

Borrower and any Contractors.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Mortgaged Property hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, pledge, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage and Security Agreement as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein. Notwithstanding the foregoing, Mortgagor shall, at its own cost, make, execute, acknowledge, deliver and record any and all such further acts, deeds, conveyances, mortgages, notices of assignment, transfers, assurances and other documents as Mortgagee shall from time to time require for better assuring, conveying, assigning, transferring and confirming unto Mortgagee of the Mortgaged Property and the other rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign for carrying out the intention of facilitating the performance of the terms of this Mortgage and Security Agreement. In addition, Mortgagor hereby agrees that this Mortgage and Security Agreement is a security agreement under the Pennsylvania Uniform Commercial Code and creates in Mortgagee a security interest thereunder in, among other things, all Equipment, Building Equipment, Intangibles, Awards, Insurance Policies, Leases and Agreements, Income and Rents, Accounts Receivable, Securities, and Deposits, Mortgagor shall, at its own cost and expense, execute, deliver and file any financing statements, continuation certificates and other documents Mortgagee may require from time to time to perfect and maintain in favor of the Mortgagee a security interest under the Uniform Commercial Code in such Equipment, Building Equipment, Intangibles, Awards, Insurance Policies, Leases and Agreements, Income and Rents, Accounts Receivable, Securities, and Deposits. Without limiting the generality of any of the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file any of the documents referred to hereinabove for and on behalf of Mortgagor.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Mortgagor or its successors or assigns shall well and truly pay or cause to be paid unto Mortgagee, its successors or assigns, the Aggregate Debt secured by this Mortgage and Security Agreement, and otherwise perform Mortgagor's obligations under the Loan Documents, then this Mortgage and Security Agreement, and the estate hereby granted, shall cease, determine and be void, and Mortgagee shall furnish to Mortgagor a satisfaction of this Mortgage and Security Agreement in proper form for recording, but Mortgagee shall not be required to bear any expense or cost in connection with such satisfaction or the recording thereof.

THIS MORTGAGE AND SECURITY AGREEMENT also secures advances made by Mortgagee with respect to the Mortgaged Property for the payment of taxes, assessments, maintenance charges, and insurance premiums, cost incurred by Mortgagee for the protection of the Mortgaged Property or the lien of this Mortgage and Security Agreement, and expenses incurred by Mortgagee by reason of the occurrence of an Event of Default hereunder and the priority of such advances, costs and expenses shall relate back to the date of this Mortgage and

Security Agreement, or to such later date as required by applicable law.

MORTGAGOR WARRANTIES TO AND COVENANTS WITH Mortgagee as follows:

1. Title. As of the date hereof (a) Mortgagor has good and marketable title to an indefeasible fee simple estate in the Mortgaged Property subject to no lien, charge or encumbrance except such as are listed as exceptions to title or exclusions from coverage in the title insurance policy being issued by ***|BorrowerTitleCo|*** to the Mortgagee concurrently with the recording of this Mortgage and Security Agreement; (b) this Mortgage and Security Agreement is and shall remain a valid and enforceable first lien on the Mortgaged Property subject only to the matters referred to in subparagraph (a) hereof; (c) Mortgagor shall preserve such title, and all of its rights in and to the Mortgaged Property, and shall forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and entities whomsoever, subject only to the matters referred to in subparagraph (a) hereof; and (d) Mortgagor has full power and lawful authority to mortgage the Mortgaged Property and grant a security interest therein in the manner and form herein done or intended hereafter to be done.

2. Payment and Performance. Mortgagor shall punctually pay or cause to be paid the Aggregate Debt, in the amounts and at the times and places that the same may be due, and perform and comply with all of the terms, covenants, conditions and obligations contained in the Loan Documents.

3. Taxes and Other Charges. Subject to the provisions of paragraph 5 below relating to the payment of real estate taxes by Mortgagee, Mortgagor shall pay all taxes of every kind and nature (including real and personal property, income, gross receipts, franchise, profits, sales and withholding taxes), all general and special assessments, water and sewer rents and charges, and all levies, permits, inspection and license fees and other public charges now or hereafter levied or assessed against the Mortgaged Property as liens or assessments (hereinafter individually called a "Tax" and collectively the "Taxes") as the same shall become due and payable from time to time and before interest or penalties accrue thereon; provided, however, that Mortgagor shall not be required to pay any tax to the extent that nonpayment thereof is permitted while the validity thereof is being contested, so long as (a) Mortgagor notifies Mortgagee in writing of its intention to contest the validity thereof, (b) the validity thereof is being contested in good faith by Mortgagor and (c) Mortgagor deposits with Mortgagee if Mortgagee so requests an amount deemed sufficient to make such payment if the contest is unsuccessful. Notwithstanding the foregoing, Mortgagor shall under no circumstances permit the Mortgaged Property to be sold or advertised for sale for nonpayment of any Tax. Mortgagor shall not apply for or claim any deduction from the taxable value of the Mortgaged Property because of the existence of the Note or this Mortgage and Security Agreement. Subject to Mortgagor's right to contest any Tax as hereinabove provided, Mortgagor shall deliver to Mortgagee receipts evidencing the payment of such tax other than any such Tax which Mortgagee is paying pursuant to the provisions of Paragraph 5 below on or before the last day on which any tax may be paid without interest or penalties or as soon thereafter as such receipts are available.

4. Insurance. Mortgagor shall keep the Improvements, Fixtures and Equipment continuously insured against loss or damage by fire (with extended coverage), theft, vandalism, malicious mischief, sprinkler leakage, flood (if the Mortgaged Property is located in a flood plain area) and such other hazards as Mortgagee shall from time to time require in a total amount equal to the

full insurable value, as determined by the insurance company which shall issue such insurance, or in any event not less than that amount below which any co-insurance provisions would apply and not less than the then outstanding amount of the Aggregate Debt. Mortgagor shall also carry comprehensive liability insurance (including bodily injury and property damage) covering all operations of Mortgagor on the Mortgaged Property in such amounts as may be required by Mortgagee. Any policy or policies with respect to all of the above mentioned insurance (hereinafter called a "Policy") (a) shall be issued by an insurer acceptable to Mortgagee, (b) shall contain an endorsement naming Mortgagee and its successors and assigns as mortgagee and additional insured thereunder, as its interests may appear, (c) shall contain a provision that Mortgagee shall be given thirty (30) days prior written notice of material change or cancellation of said Policy and that no such change or cancellation shall be effective as to Mortgagee in the absence of such notice, and (d) shall contain such other provisions as shall from time to time be required by Mortgagee. Any such policy may provide for customary "deductibles" provided the limits thereof are satisfactory to Mortgagee. Not less than fifteen (15) days prior to any date upon which any premium for such insurance shall be due and payable, Mortgagor shall deliver to Mortgagee satisfactory evidence that such premium has been paid unless any such premium is being paid by Mortgagee pursuant to the provisions of paragraph 5 below, and further, not less than fifteen (15) days prior to the expiration date of any Policy, Mortgagor shall deliver to Mortgagee satisfactory evidence of the renewal of such Policy unless the premium therefor is being paid by Mortgagee pursuant to the provisions of paragraph 5 below. In the event of the foreclosure of this Mortgage and Security Agreement or other transfer of Mortgagor's interest in the Mortgaged Property in satisfaction of the Aggregate Debt, all right, title and interest of Mortgagor to any Policy then in force covering the Mortgaged Property (including any right to any deferred premiums) shall pass to the transferee of the Mortgaged Property.

5. Tax and Insurance Escrow. Mortgagor shall pay to Mortgagee upon demand by Mortgagee the amount of all real estate taxes for the succeeding year, as estimated from time to time by Mortgagee, becoming due with respect to the Mortgaged Property on the next succeeding date upon which the same shall be due and payable and the amount of all premiums, computed on an annual basis, for the insurance required to be carried pursuant to paragraph 4 hereof. All such amounts (hereinafter, the "Escrows") shall be held by Mortgagee in such manner as it sees fit without any obligation to invest the same or (if invested) to account for any income or loss resulting therefrom; provided however, that if and to the extent that Mortgagee is required under applicable law to invest the Escrows for the benefit of Mortgagor, Mortgagee shall also have the right to charge a reasonable service fee in connection therewith unless prohibited under such law. The Escrows shall be applied to the payment of the respective items in respect of which the Escrows were deposited, or at Mortgagee's option, to the payment of any such items in such order of priority as Mortgagee shall determine, as the same become due and payable. If, prior to the date upon which any of the aforesaid items shall be due and payable, the amount of Escrows then on deposit therefor shall be insufficient to pay such item, Mortgagor within fifteen (15) days after demand is made therefor shall deposit the amount of such deficiency with Mortgagee. If there is an Event of Default hereunder, Mortgagee may at its option apply the Escrows or any part thereof in payment of any unpaid portion of the Aggregate Debt. If, when making any assignment of this Mortgage and Security Agreement, the then Mortgagee shall pay over to its assignee the then balance of the Escrows and such assigning Mortgagee shall have no further obligation to Mortgagor with respect to such deposits. Notwithstanding anything contained in this paragraph, as long as an Event of Default has never occurred, Mortgagor shall not be required to pay into escrow the aforesaid insurance premiums.

6. Casualty Loss. Mortgagor shall notify Mortgagee in writing immediately upon the occurrence of any loss affecting the Mortgaged Property. Mortgagor hereby directs any insurer to pay directly to Mortgagee any monies payable under any Policy, and Mortgagor hereby appoints Mortgagee as attorney-in-fact to endorse any draft therefor. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Aggregate Debt (whether or not any portion thereof may then be due and payable) in such priority and proportions as Mortgagee in its discretion shall deem proper, and any sums not so applied, at the discretion of Mortgagee, may be paid, either in whole or in part, to Mortgagor for such purposes and upon such conditions as Mortgagee shall designate. Notwithstanding the foregoing, upon the request of Mortgagor, Mortgagee shall make such sums available to Mortgagor for repair and restoration of the damaged property, provided that (a) there is no Event of Default then in existence under any of the Loan Documents or event or circumstance which, with the passage of time or the giving of notice or both would then constitute an Event of Default thereunder, (b) Mortgagor deposits with Mortgagee prior to the commencement of any such repair or restoration an amount equal to the difference between the cost to repair the damaged property and the sums made available by Mortgagee on account of such insurance, all of which shall be disbursed by Mortgagee as work progresses on the repair and restoration, (c) such repair and restoration can be completed within one hundred twenty (120) days following the date of loss (but in no event later than the Maturity Date (as defined in the Note) and (d) rental loss insurance is in full force and effect in amounts sufficient to make all payments due and owing under the Note for the period of restoration. The determination of the cost to repair the damaged property shall be made by Mortgagee.

If Mortgagee retains such insurance money and applies the same toward payment of the Aggregate Debt, the lien of this Mortgage and security Agreement shall be reduced only by the amount thereof retained by Mortgagee and actually applied by Mortgagee in reduction of the Aggregate Debt.

7. Condemnation. In the event that the whole or any part of the Mortgaged Property secured by this Mortgage and Security agreement is condemned or taken for any period of time, or there is any other injury to or decrease in value of the Mortgaged Property as a result of any public or quasi-public authority or corporation exercising the power of eminent domain or otherwise, all sums awarded as damages for such condemnation or taking to which Mortgagor is entitled shall be paid over immediately to Mortgagee. Upon the receipt thereof, Mortgagee may deduct and withhold from the amount actually received any costs, charges or fees incurred by Mortgagee in connection with the recovery of such award (hereinafter, "Mortgagee's Costs"), and thereafter Mortgagee may apply all or any portion of the balance to the discharge of the Aggregate Debt and, at the option of Mortgagee, may pay over any sums not so applied to Mortgagor for the purpose of restoring or repairing the Mortgaged Property or for any purpose or object satisfactory to Mortgagee, in which event the Aggregate Debt shall not be reduced by that amount. Notwithstanding the foregoing, upon the request of Mortgagor, Mortgagee shall make such sums available to Mortgagor for repair and restoration of the damaged property subject to the same conditions as set forth in Paragraph 6 above with respect to repair and restoration of the Mortgaged Property after a casualty loss and the additional condition that such repair and restoration is economically practicable, in Mortgagee's sole determination. The determination of the cost to repair or restore the condemned property shall be made by Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact for Mortgagor for the purpose of

collection of any or all proceeds available in connection with the condemnation of the Mortgaged Property. If the Mortgaged Property is transferred, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award of payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Aggregate Debt, whichever is less.

8. Preservation of Lien; No Conveyance of Title.

(a) Mortgagor shall pay, from time to time as and when the same shall become due, all claims and demands of any persons or entities which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof, and in general shall do or cause to be done everything necessary so that the lien hereof shall be fully preserved and so that there shall not be created, permitted or suffered to exist any lien, encumbrance or charge affecting the Mortgaged Property other than those matters referred to in Paragraph 1 (a) hereof which have been approved in writing by Mortgagee, all at the sole cost of Mortgagor. At Mortgagee's election, and after ten (10) days prior notice to Mortgagor, Mortgagee may make but is not obligated to make, any payments which Mortgagor has failed to make under any prior lien; provided, however, that if Mortgagee reasonably believes such payment is required to be made immediately in order to protect the lien hereof or the value of the Mortgaged Property, Mortgagee need not give any notice of such payment to Mortgagor and provided further that any such payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of Mortgagor's default hereunder. Any sum so expended by Mortgagee shall be secured by this Mortgage and Security Agreement together with interest thereon at the rate stipulated in the Note from the date such payment is made by Mortgagee until the date of repayment by Mortgagor. Notwithstanding the foregoing, Mortgagor shall have the right, at its sole cost and expense, to contest in good faith by any lawful means any such claims and demands, provided that it notifies Mortgagee in writing of its intention to do so and deposits with Mortgagee, if Mortgagee so requests, an amount, or security therefor reasonably satisfactory to Mortgagee, deemed sufficient by Mortgagee to satisfy such claims and demands if it is ultimately determined that Mortgagor is responsible therefor.

(b) Except as may be otherwise expressly permitted in the Loan Agreement, Mortgagor shall not convey or attempt to convey or permit or suffer a conveyance, lease or transfer of legal or equitable title to the Mortgaged Property or any part thereof and whether such conveyance or transfer is voluntary, involuntary, by operation of law or otherwise, so long as any part of the Aggregate Debt remains unpaid without the prior written consent of Mortgagee which such conveyance shall be deemed an immediate Event of Default.

9. Maintenance and Repair; Compliance with Laws and Regulations. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair, reasonable wear and tear expected. None of the Improvements, Equipment or Building Equipment shall be removed, demolished, materially altered or sold (except for normal replacement of the Equipment), without the prior written consent of Mortgagee. Mortgagor shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty or which may be affected by any condemnation or eminent domain proceeding so long as Mortgagee makes insurance proceeds or condemnation awards paid to it available for such repair, replacement or rebuilding pursuant to the provisions of a paragraph 6 and 7 above;

provided, however that in the event any such casualty is not covered by insurance, or any insurer otherwise fails to pay any claim under a Policy or any condemnation proceeds are not awarded, Mortgagor shall nevertheless be obligated to repair, replace or rebuild as provided in this paragraph 9. Mortgagor shall promptly comply with all laws, orders, ordinances, regulations, restrictions and requirements of governmental authorities, of courts and of insurance companies applicable to Mortgagor or affecting the Mortgaged Property, or the use thereof. Mortgagor also shall promptly comply with the provisions of any recorded covenants, conditions or restrictions to which the Mortgaged Property or any part thereof may at any time be subject. Mortgagor shall not cause or allow the construction or erection of any public, municipal or utility improvements upon the Mortgaged Property other than those required by public authorities, without the prior written consent of Mortgagee. Mortgagor shall not drill or extract or enter into any lease for the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind or character on or from the Mortgaged Property or any part thereof without the prior written consent of Mortgagee. Mortgagor shall not seek, make or consent to any change in zoning or conditions of use of the Mortgaged Property which would impair the ability of Mortgagor to use the Improvements as contemplated in the Loan Documents, without the prior written consent of Mortgagee.

10. Environmental Matters.

(a) To the best of Mortgagor's knowledge, information and belief: (i) the Mortgaged Property has not been used for the generation, manufacture, storage or disposal of, and there has not been transported to or from the Mortgaged Property, any Hazardous Substances or Wastes (as those terms are hereinafter defined); (ii) there are no Hazardous Substances or Wastes present on the Mortgaged Property other than in compliance with applicable environmental laws and regulations; (iii) the Mortgaged Property does not consist in whole or in part of any soils or vegetation that would be considered to be protected wetlands as defined in applicable federal, state and local laws and regulation ("Wetlands"); (iv) there has been no use of the Mortgaged Property that may, under any federal, state or local law or regulation, require any closure or cessation of the use of the Mortgaged Property or impose upon the Mortgagor or its successors any monetary collections; (v) the Mortgagor has not been identified in any litigation, proceeding or investigation as a responsible party or potentially responsible party for any liability for disposal or release of any hazardous Substances or Wastes; (vi) no lien or superlien has been recorded, asserted or threatened against the Mortgaged Property for any liability in connection with any environmental contamination; and (vii) the Mortgaged Property is in compliance with all federal, state or local laws and regulations relating environmental matters.

(b) The Mortgagor will not, and will not permit any tenant or any other occupant of the Mortgaged Property to store, use, generate, treat or dispose of any Hazardous Substances or wastes on the Mortgaged Property other than in compliance with applicable environmental laws and regulations. The Mortgagor promptly shall advise the Mortgagee in writing or and with respect to any pending or threatened claim, demand or action by any governmental authority or third party relating to any hazardous substances or wastes affecting the Mortgaged Property or the discovery of any Hazardous Substances or Wastes on the Mortgaged Property or any real property adjoining or in the vicinity of the Mortgaged Property. The Mortgagee shall have the right to join in or participate in any legal proceedings or actions initiated in connection with any Hazardous Substances or Wastes directly or indirectly affecting the Mortgaged Property. The Mortgagor shall reimburse the Mortgagee for attorneys' fees in connection therewith and Mortgagor shall indemnify, defend and hold harmless the Mortgagee from and against any

claim, demand, loss or liability, including but not limited to costs of remedial action, response costs, personal injury and property damage, directly or indirectly arising out of or attributable to the use, generation, deposit, storage, release, threatened release, discharge, disposal, burial, dumping, spilling, leaking or other presence of Hazardous Substances and wastes on, under or about the Mortgaged Property or arising as the result of the existence of Wetlands on the Mortgaged Property. The foregoing indemnity shall specifically survive the repayment of the aggregate Debt. Mortgagor shall not, without obtaining the Mortgagee's prior written consent, enter into any settlement agreement, consent decree or other compromise in respect to any hazardous Substances or Wastes directly or indirectly affecting the Mortgaged Property if, in the Mortgagee's reasonable judgment, such action could impair the value of the Mortgagee's security.

(c) For the purposes hereof: (i) "Hazardous Substances" shall mean any flammable explosives, radioactive materials, asbestos, urea-formaldehyde, hazardous wastes, toxic substances or any other elements or compounds designated as a "hazardous substance", "pollutant", "contaminant" or "regulated substance" in the Comprehensive Environmental Response, Compensation and Liability Act or in the Resource Conservation and Recovery Act, both as amended by the Superfund Amendments and Reauthorization Act of 1986, or the Toxic Substance Control Act, the Pennsylvania Hazardous Sites Cleanup Act the Pennsylvania Clean Streams Law, the Pennsylvania Solid Waste Management Act, the Pennsylvania Tank storage and Spill Prevention Act, or any other applicable federal, state or local law or regulation and (ii) "Wastes" shall mean any hazardous wastes, residual wastes, solid wastes or other wastes as those terms are defined in the applicable federal, state or local laws or regulations.

11. Leases. Mortgagor shall not enter into any lease or similar agreement for space in or on the Mortgaged Property without in each case obtaining Mortgagee's prior written approval of all the terms and conditions thereof and, once approved, Mortgagor shall not amend or modify any such lease or similar agreement other than in the normal course of business or cancel the same or assign any amounts due thereunder without obtaining Mortgagee's prior written approval, said approval shall not be unreasonably withheld.

12. Required Notice. Mortgagor shall give Mortgagee prompt written notice of any action or proceeding purporting to affect the Mortgaged Property of which it has actual knowledge including, without limitation, the following: (a) a fire or other casualty causing damage to the Mortgaged Property; (b) receipt of notice of condemnation of the Mortgaged Property or any part thereof; (c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property; (d) receipt of any notice from any tenant of all or any portion of the Mortgaged Property alleging a default by Mortgagor under any lease with such tenant; (e) any change in the occupancy of the Mortgaged Property; (f) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; or (g) commencement of any litigation affecting the Mortgaged Property. Mortgagee shall have the right to appear in or defend any such action or proceeding to the same extent as Mortgagor.

13. Mortgagee's Right to Cure. Mortgagee shall have the right, but not the obligation, at Mortgagee's election and after ten (10) days prior notice to Mortgagor, to cure any default by Mortgagor under any of the Loan Documents or under any mortgage or with respect to any security interest, lien or encumbrance which is senior in lien and position to this Mortgage and Security Agreement; provided however, that if Mortgagee reasonably believes any such default

is required to be cured immediately in order to protect the lien hereof or the value of the Mortgaged Property, Mortgagee need not give any notice to Mortgagor of its intent to cure such default, any payments made or expenses incurred by Mortgagee in the exercise of such right shall not release Mortgagor from Mortgagor's obligation or constitute a waiver of Mortgagor's default hereunder. Any such payments made or expenses incurred by Mortgagee shall be payable on demand by Mortgagee, together with interest thereon at the rate specified in the Note from the date such payment was made or such expense was incurred, and the aggregate amount thereof, including such interest, shall become part of the Aggregate Debt and shall be secured by the lien of this Mortgage and Security Agreement.

14. Certificate of No Offsets. Within five (5) business days after being requested to do so by Mortgagee, Mortgagor shall furnish to Mortgagee or any proposed assignee of this Mortgage and security Agreement a statement, duly executed, acknowledged and certified by Mortgagor, setting forth the remaining unpaid amount of the Aggregate Debt and whether there exist any uncured defaults, offsets or defenses thereto.

15. Right to Inspect. Mortgagor shall permit Mortgagee and its agents to enter and inspect the Mortgaged Property or any part thereof at all reasonable times.

16. Revenue, Tax or Other Stamps. Mortgagor shall pay the cost of any revenue, tax or other stamps now or hereafter required by the laws of the Commonwealth of Pennsylvania or the United States to be affixed to the Note or this Mortgage and Security Agreement and if any taxes are imposed under the laws of the Commonwealth of Pennsylvania or the United States with respect to debts secured by a mortgage, or with respect to evidences of indebtedness so secured, Mortgagor shall pay or reimburse Mortgagee upon demand the amount of such taxes without credit against any indebtedness evidenced by the Note. If Mortgagor does not or may not do so, Mortgagee may at its option accelerate the indebtedness evidenced by the Note to maturity as in the case of default by Mortgagor.

17. Possession. Until an Event of Default shall have occurred under this Mortgage and Security Agreement, Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, to manage, operate, use and enjoy the same and all rights appertaining thereto, and to collect, receive, take, use and enjoy the Income and Rents. The right of Mortgagor to collect the Income and Rents may be revoked by Mortgagee at any time and from time to time after an Event of Default has occurred under this Mortgage and Security Agreement, by giving notice of such revocation to Mortgagor. Following the giving of such notice, Mortgagee may retain and apply the Income and Rents toward payment of the Aggregate Debt in such priority and proportions as Mortgagee, in its discretion, shall determine.

18. Events of Default. In addition to any other Event of Default specifically referred to herein, the occurrence of any one or more of the following events shall, at the sole determination of the Mortgagee, constitute an Event of Default hereunder:

(a) Mortgagor shall fail to make any payment of principal and/or interest due to Mortgagee under any of the Loan Documents within five (5) days after the same shall become due and payable, whether at maturity or by acceleration or otherwise and no notice or opportunity to cure shall be required;

(b) Except as otherwise specifically provided for in this Mortgage and Security Agreement, Mortgagor shall fail to observe or perform any of the covenants or agreements on its part to be observed or performed under this Mortgage and Security Agreement or under any of the other Loan Documents after written notice of default to Mortgagor and failure by Mortgagor to cure within fifteen (15) days of said notice;

(c) Any representation or warranty of Mortgagor under this Mortgage and Security Agreement or under any of the other Loan Documents shall be untrue in any material respect when made or shall become untrue in any material respect during the term of this Loan; or

(d) Any Event of Default shall occur under the terms of any of the other Loan Documents which continues beyond the expiration of applicable notice and grace periods set forth therein.

19. Remedies; Confession of Judgment.

(a) Upon the occurrence and during the continuance of any Event of Default, the entire unpaid balance of principal, accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without further notice or demand.

(b) When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith:

(i) Foreclosure: Mortgagee may institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate(s) stipulated in the Note, together with all other sums due from Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance after the date of this Mortgage (including the period after the entry of any judgment in mortgage foreclosure or other judgment entered pursuant to this Mortgage or the Note), and all costs of suit, including counsel fees. Mortgagor authorizes Mortgagee at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Mortgagee to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property; however, nothing herein contained shall prevent Mortgagor from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at such foreclosure sale that any such tenants adversely affect the value of the Mortgaged Property.

(ii) Post-judgment Remedies: Mortgagor authorizes Mortgagee, at its option after entry of any judgment in mortgage foreclosure pursuant to this Mortgage and/or any judgment, by confession or otherwise, pursuant to the Note, to petition the court in which such judgment was entered to reassess damages and/or modify such judgment to include (a) all sums which may have been advanced or paid by Mortgagee after the entry of such judgment for, or are otherwise due and payable for, taxes, water and sewer rents, other lienable charges or claims, attorneys' fees and costs, insurance for or repairs to or maintenance of the Mortgaged Property and additional accrued interest at the Default Rate.

(iii) Possession: Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary or, in the alternative, Mortgagee shall be entitled as of right to appointment of a receiver without regard to the solvency of Mortgagor or any other person liable for the debt secured hereby, and regardless of whether Mortgagee has an adequate remedy at law. Either Mortgagee or a receiver, as the case may be, may rent the Mortgaged Property, or any part thereof, for such term or terms and on such other terms and conditions as Mortgagee or such receiver may see fit, collect all Rents (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net Rents to the payment of taxes, water and sewer rents, other lienable charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or in reduction of the principal or interest, or both, hereby secured, in such order and amounts as Mortgagee or said receiver may elect and for that purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any existing or future lease or leases or rights to use and occupation of the Mortgaged Property, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Any lease or leases entered into by Mortgagee or a receiver pursuant to this Section shall survive foreclosure of the Mortgage and/or repayment of the debt, except to the extent any applicable lease may provide otherwise.

FOR THE PURPOSE OF OBTAINING POSSESSION OF THE MORTGAGED PROPERTY IN THE EVENT OF ANY DEFAULT HEREUNDER OR UNDER THE NOTE, MORTGAGOR HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR MORTGAGOR AND ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGOR, TO APPEAR FOR AND CONFESS JUDGMENT IN EJECTMENT AGAINST MORTGAGOR FOR POSSESSION OF THE MORTGAGED PROPERTY AND TO APPEAR FOR AND CONFESS JUDGMENT AGAINST MORTGAGOR, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH MORTGAGOR, IN FAVOR OF MORTGAGEE, FOR RECOVERY BY MORTGAGEE OF POSSESSION THEREOF, FOR WHICH THIS MORTGAGE, OR A COPY THEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE MORTGAGED PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED IT SHALL BE DISCONTINUED,

OR POSSESSION OF THE MORTGAGED PROPERTY SHALL REMAIN IN OR BE RESTORED TO MORTGAGOR, MORTGAGEE SHALL HAVE THE RIGHT FOR THE SAME DEFAULT OR ANY SUBSEQUENT DEFAULT TO BRING ONE OR MORE FURTHER ACTIONS AS ABOVE PROVIDED TO RECOVER POSSESSION OF THE MORTGAGED PROPERTY. MORTGAGEE MAY CONFESS JUDGMENT IN EJECTMENT THEREIN BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR TO ENFORCE THE NOTE, OR AFTER ENTRY OF JUDGMENT ON THE MORTGAGE OR ON THE NOTE, OR AFTER A SHERIFFS SALE OF THE MORTGAGED PROPERTY IN WHICH MORTGAGEE IS THE SUCCESSFUL BIDDER. THE AUTHORIZATION TO PURSUE SUCH PROCEEDINGS FOR OBTAINING POSSESSION IS AN ESSENTIAL PART OF THE ENFORCEMENT OF THE MORTGAGE AND THE NOTE, AND SHALL SURVIVE ANY EXECUTION SALE TO MORTGAGEE.

(b) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this Mortgage or take any other action for any Event of Default by Mortgagor existing at the time the earlier action was commenced.

(c) Any real estate sold to satisfy the indebtedness secured by this Mortgage may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect.

(d) Neither the Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Mortgage or Note without first having obtained the consent of Mortgagor or such other person; and in the latter event the Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee. No release of all or any part of the security as aforesaid shall in any way impair or affect the lien of this Mortgage or its priority over any subordinate lien.

(e) With respect to the personal property in which a security interest is herein granted, Mortgagee may exercise any or all of the rights accruing to a secured party under this Mortgage, the Uniform Commercial Code as applicable in the jurisdiction in which the Mortgaged Property is located and any other applicable law. Mortgagor shall, if Mortgagee

requests, assemble all such personal property and make it available to Mortgagee at a place or places to be designated by Mortgagee, which shall be reasonably convenient to Mortgagor and Mortgagee. Any notice required to be given by Mortgagee of a public or private sale, lease or other disposition of the personal property or any other intended action by Mortgagee may be personally delivered to Mortgagor or may be deposited in the United States mail with postage prepaid, duly addressed to Mortgagor at the address of Mortgagor last known to Mortgagee, at least five (5) business days prior to such proposed action, and such shall constitute reasonable and fair notice to Mortgagor of any such action.

(f) Mortgagee shall receive the proceeds of any sale of the Mortgaged Property and shall apply such proceeds of sale in the following order:

(i) to all costs, fees, charges and expenses incurred by Mortgagee in connection with any Event of Default hereunder, the exercise of any of the rights and remedies of Mortgagee hereunder, and any such sale, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements, receiver's fees, all expenses of such sale (including sheriffs costs and title search charges), title insurance premiums, realty transfer or similar taxes and recording fees and charges;

(ii) to the payment of all sums advanced by Mortgagee to preserve its security in the Mortgaged Property or the lien of this Mortgage;

(iii) to the payment of accrued interest and unpaid principal due under the Note (to be allocated between interest and principal due thereon in such manner as Mortgagee may in its absolute discretion determine); and

(iv) the balance, if any, to the persons legally entitled thereto.

20. Remedies Cumulative, etc.

(a) No right or remedy conferred upon or reserved to Mortgagee under any of the Loan Documents or with respect to any Collateral, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other such right or remedy and each and every such right or remedy shall be cumulative and concurrent, and shall be pursued separately, concurrently, successively or otherwise, at the sole discretion of Mortgagee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur. No act of Mortgagee shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Mortgagee shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of any of the Loan Documents, shall not be construed as a waiver or release of the same, or of any Event of Default thereunder, or of any obligation or liability of Mortgagor thereunder.

(b) The recovery of any judgment by Mortgagee or the levy of execution under any

judgment upon the Mortgaged Property shall not affect in any manner, or to any extent, the lien of this Mortgage and Security Agreement upon the Mortgaged Property, or any security interest in any other Collateral, or any rights, remedies or powers of Mortgagee under any of the Loan Documents or with respect to any Collateral, but such lien and such security interest and such rights, remedies and powers of Mortgagee shall continue unimpaired as before. Further, the entry of any judgment by Mortgagee shall not affect in any way the interest payable hereunder or under any of the other Loan Documents on any amounts due to Mortgagee, but interest shall continue to accrue on such amounts at the default Rate (as hereinafter defined) after the entry of any judgment and continuing until distribution of the proceeds of any Sheriff's sale.

(c) Mortgagor hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, the Aggregate Debt. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereinafter in effect.

(d) Mortgagor agrees that Mortgagee may release, compromise, forbear with respect to, waive, suspend, extend or renew any of the terms of the Loan Documents (and Mortgagor hereby waives any notice of any of the foregoing), and that the Loan Documents may be amended, supplemented or modified by Mortgagee and the other signatory parties and that Mortgagee may resort to any Collateral in such order and manner as it may think fit, or accept the assignment, substitution, exchange, pledge, or release of all or any portion of any collateral, for such consideration, or none, as it may require, without in any way affecting the validity of any liens over or other security interest in the remainder of any such Collateral (or the priority thereof or the position of any subordinate holder of any lien or other security interest with respect thereto); and any action taken by Mortgagee pursuant to the foregoing shall in no way be construed as a waiver or release of any right or remedy of Mortgagee, or of any Event of Default, or of any liability or obligation of Mortgagor, under any of the Loan Documents.

(e) To the extent permitted by law, Mortgagor shall not at any time insist upon, or plead, or in any manner whatever Claim or take any benefit or advantage of any stay or extension or moratorium law, or any exemption from execution or sale of the Mortgaged Property, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage and Security Agreement, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, prior to any sale of any of Mortgagor's interest therein; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Real Property so sold or any part thereof, and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay, or impede the execution of any power herein granted to Mortgagee but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor further waives and releases all procedural errors, defects and imperfections in any proceeding instituted by Mortgagee under any of the Loan Documents.

(f) Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereinafter become holders of liens junior to the lien of this Mortgage and Security Agreement, hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto

and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for the Aggregate Debt marshalled upon any foreclosure of this Mortgage and Security Agreement or of any other security for any of the Aggregate Debt.

(g) MORTGAGOR AGREES THAT ANY ACTION OR PROCEEDING AGAINST IT TO ENFORCE THE MORTGAGE AND SECURITY AGREEMENT MAY BE COMMENCED IN STATE OR FEDERAL COURT IN PHILADELPHIA COUNTY, PENNSYLVANIA, AND MORTGAGOR WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED IF SERVED BY REGISTERED OR CERTIFIED MAIL IN ACCORDANCE WITH THE NOTICE PROVISIONS SET FORTH HEREIN AND MORTGAGOR EXPRESSLY WAIVES ANY AND ALL DEFENSES TO AN EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT.

21. Default Rate. Following the occurrence of any Event of Default and continuing either until such Event of Default is cured or until the principal sum then outstanding under the Note and all other sums payable under the Loan Documents are paid in full, the principal sum outstanding under the Note shall bear interest at the Default Rate (as defined in the Note), and shall be secured by this Mortgage and Security Agreement and by all other Collateral.

22. Costs and Expenses. Following the occurrence of any Event of Default under any of the Loan Documents, Mortgagor shall pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, real estate brokers and other advisors employed by Mortgagee), incurred by Mortgagee in the exercise of any of its rights, remedies or powers under any of the Loan Documents or with respect to any Collateral with respect to such Event of Default, and any amount thereof not paid promptly following demand therefor, together with interest thereon at the Default Rate from time date of such demand, shall become part of the Aggregate Debt and shall be secured by the lien of this Mortgage and Security Agreement. In connection with and as part of the foregoing, in the event that any of the Loan Documents is placed in the hands of any attorney for the collection of any sum payable thereunder, Mortgagor agrees to pay attorneys' fees for the collection of the amount being claimed under such Loan Documents, as well as all costs, disbursements and allowances provided by law, and the payment of such fees and costs, disbursements and allowances shall also be secured by the lien of this Mortgage and Security Agreement. Nothing in this paragraph 22 shall limit the obligation of Mortgagor to pay costs and expenses of Mortgagee for which Mortgagor is otherwise liable under the Loan Documents.

23. Renewals and Extensions. This Mortgage and Security Agreement shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage and Security Agreement, nor release Mortgagor from personal liability for the indebtedness hereby secured.

24. Severability. In the event that for any reason one or more of the provisions of this Mortgage and Security Agreement or their application to any person, entity or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and

to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage and Security Agreement, but this Mortgage and Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. Successors and Assigns. This Mortgage and Security Agreement inures to the benefit of Mortgagee and binds Mortgagor, and their respective successors and assigns, and the words "Mortgagee" and "Mortgagor" whenever occurring herein shall be deemed to include such respective successors and assigns. Mortgagee may assign or otherwise transfer this Mortgage and Security Agreement and any or all of the Loan Documents to any other person, and such other person shall thereupon become vested with all of the benefits in respect thereof granted to Mortgagee herein or otherwise.

26. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, to such party at its address set forth below:

Mortgagor: _____

Mortgagee: JUMPSTART PHILLY, LLC
4701 Germantown Avenue, 3rd Floor
Philadelphia, PA 19144

Such notice shall be deemed to be given when received if delivered personally or two (2) days after the date mailed if sent by certified or registered mail, return receipt requested. Any notice of any change in such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

27. Definitions: Number and Gender. In the event Mortgagor consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several and the word "Mortgagor" shall mean all or some or any or them. For purposes of this Mortgage and Security Agreement, 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. The words "Real Property", "Mortgaged Property", "Improvements", "Appurtenances", "Equipment", "Building Equipment", "Intangibles", "Awards", "Insurance Policies", "Leases and Agreements", "Income and Rents", "Accounts Receivable", "Securities" and "Deposits" shall include any portion of and additions to the Real Property, the Mortgaged Property, the Improvements, the Appurtenances, the Equipment, the Building Equipment, the Intangibles, the Awards, the Insurance Policies, the Leases and Agreements, the Income and Rents, the Accounts Receivable, the Securities, and the Deposits, respectively.

28. Incorporation by Reference. All of the terms and provisions of the Note and the Loan Agreement are hereby incorporated herein by reference.

29. Captions. The captions or headings of the paragraphs of this Mortgage and Security Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Mortgage and Security Agreement.

30. Governing Law. This Mortgage and Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage and Security Agreement the day and year first above written.

WITNESS:

MORTGAGOR:

|Borrower|

By: _____

Name: *|Name1|*

Title: Member of *|Borrower|*

By: _____

Name: *|Name2|*

Title: Member of *|Borrower|*

The address of the Mortgagee is:
Jumpstart Philly, LLC
4701 Germantown Avenue, 3rd Floor
Philadelphia, PA 19144

For Mortgagee:

Prepared by:

Jumpstart Philly, LLC
4701 Germantown Avenue, 3rd Floor
Philadelphia, PA 19144
215-247-5555

After Recording Return to:

Jumpstart Philly, LLC
4701 Germantown Avenue, 3rd Floor
Philadelphia, PA 19144
215-247-5555

Parcel/UIP No(s):

|OPA|

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that ***|Borrower|***, a Pennsylvania ***|EntityType|***, with its principal offices at ***|BorrowerAddress|*** (hereinafter referred to as "Assignor"), in consideration of the sum of One Dollar (\$1.00) paid by the JUMPSTART PHILLY, LLC, a Pennsylvania limited liability company, with its principal offices at 4701 Germantown Avenue - 3rd Floor, Philadelphia, Pennsylvania 19144 (hereinafter referred to as "Assignee"), hereby conditionally conveys, transfers and assigns unto Assignee, its successors and assigns, all the rights, interest and privileges, (a) which Assignor as lessor has and may have in any leases now existing or hereafter made and affecting the property located at ***|ProjectAddress|***, and described in Exhibit "A" (hereinafter referred to as the "Property") or any part thereof, as such leases may have been, or may from time to time be hereafter, modified, extended and renewed,

with all rents, income and profits due and becoming due therefrom, and (b) which Assignor has and may have by virtue of any guaranty or surety agreement with respect to the tenant's obligations under any of such leases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and extended. Assignor will, on request of Assignee, execute assignments of any future leases affecting any part of such real property and assignments of any guaranties or surety agreements made in connection therewith.

1. This Assignment is made as security for: (a) the full, timely and faithful performance of all obligations of Assignor under the Mortgage Note (the "Note") to Assignee in the original principal sum of *|LoanAmountWritten|* (*|LoanAmount|*) of even date herewith; (b) other collateral documents in connection with the foregoing, including an Open-End Mortgage and Security Agreement (the "Mortgage") from Assignor to Assignee of even date herewith secured by the Property; and (c) such other obligations between Assignor and Assignee as exists on the date hereof or as may hereinafter arise. The Note, Mortgage, and other collateral documents, as amended, are hereinafter sometimes collectively referred to herein as the "Authority Loan Documents."

2. The acceptance of this Assignment and the collection of rents or the payments under the leases or any sums under any guaranties or surety agreements hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of the Note. It is expressly understood and agreed by the parties hereto that before an Event of Default occurs under the terms of the Note, Assignor shall have the license to collect such rents, income and profits from the aforementioned leases, guaranties and surety agreements and to retain, use and enjoy the same, in trust to be applied to payment of (a) real estate taxes and assessments upon the Property; (b) cost of maintaining the insurance policies on the Property required under the Mortgage; (c) maintenance and repair of the Property; and (d) the payment of any sums which may become due and payable under the Note and Mortgage by Assignor together with the other expenses and obligations of the Property; provided, however, that even before an Event of Default occurs no rents more than one (1) month in advance shall be collected or accepted without the prior written consent of Assignee. Notwithstanding any provision herein to the contrary, this Assignment is intended to be an absolute assignment from the Assignor to Assignee and not merely the passing of a security interest. The rents, leases and profits are hereby assigned absolutely by Assignor to Assignee subject only to the license granted above. This Assignment included an assignment of any and all guarantees of the lessees' obligations under leases covered hereby.

3. Anything to the contrary notwithstanding, after an Event of Default under the Authority Loan Documents, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court, and any and all payments made by lessees in lieu of rent and hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or

payment.

4. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents, income or profits accruing therefrom and from such leases, to collect all or any sums due or becoming due under such guaranties and surety agreements, to let or relet the Property or any part thereof, to cancel and modify leases, guaranties and surety agreements, evict tenants, bring or defend any suits in connection with the possession of the Property in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Property as Assignee, in its sole discretion, may deem proper.

5. The receipt by Assignee of any rents, income or profits pursuant to this instrument after the institution of foreclosure or sale proceedings under the Mortgage shall not cure such default or affect such proceedings or any sale pursuant thereto.

6. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of such leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of such leases, guaranties, surety agreements or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

7. Assignor covenants and represents that: (a) it has title to, and full right to assign such leases and the rents, income and profits due or to become due thereunder; (b) to the best of its knowledge, the terms of such leases have not been changed from the terms in the copies of form of such leases submitted to Assignee for approval, if any; (c) to the best of its knowledge, no other assignment of any interest therein has been made, except as set forth herein or in the Mortgage; (d) to the best of its knowledge, there are no existing defaults under the provisions thereof and none of such leases have been canceled; (e) it has not collected any of the rents, income and profits for a period of more than one (1) month in advance, and it shall not discount or compromise any of such rents, income or profits to become due; and (f) it will not hereafter, except in the regular course of business of leasing and managing residential real estate, cancel, surrender or terminate any of such leases, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest under such leases without the prior written consent of Assignee, and with respect to modification of leases, such consent shall not be unreasonably withheld or delayed.

8. Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of such leases and to any guarantor of

such leases. Assignor hereby consents to any such tenant or guarantor paying all rent, income and profits to Assignee following receipt by such tenant or guarantor of a notice from Assignee that Assignor is in default under the Note, Mortgage or this Assignment, and Assignor waives any right to demand from any such tenant or guarantor, payment to Assignor of such rent, income or profits after Assignee has sent any such notice to such tenant or guarantor.

9. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms hereof and of the Note and Mortgage.

10. Default by Assignor under any of the material terms of the leases assigned herein, beyond any applicable cure or grace period, shall be deemed an Event of Default under the terms hereof and of the Note and Mortgage. Any expenditures made by Assignee in curing such an Event of Default on Assignor's behalf, with interest thereon at the rate of fifteen (15%) percent per annum, shall become immediately due and payable to Assignee and shall be secured by this Assignment and the Mortgage.

11. The full performance of the Mortgage and the duly recorded satisfaction or release of the Property described therein shall render this Assignment automatically void with respect to the Property or portion thereof described in any such satisfaction or release.

12. The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage.

13. The term "lease" shall mean and refer to any lease of all or any portion of the Property as well as any sublease of all or any portion of the Property and any license, concession or other agreement with respect to the use, occupancy or utilization of all or any portion of the Property. The term "rent" shall mean and refer to all rent, license fees or charges, concession fees or charges, and all other payments of any kind (including, without limitation, security deposits to the extent that they may be lawfully assigned, and all payments made on account of operating expenses and real estate taxes and other similar items whether categorized as rent, additional rent or otherwise) with respect to the use, occupancy or utilization of all or any portion of the Property.

14. The Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property described herein and any assignee of the Mortgage referred to herein.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Leases and Rents to be executed this _____ day of _____, 20____.

ASSIGNOR:

|Borrower|

BY: _____

Name: *|Name1|*

Title: Member of *|Borrower|*

BY: _____

Name: *|Name2|*

Title: Member of *|Borrower|*

MORTGAGE NOTE

|LoanAmount|

_____, 20____

FOR VALUE RECEIVED, *|Borrower|*, Pennsylvania *|EntityType|*, with residence at *|BorrowerAddress|* (the "Borrower") hereby promises to pay to the order of JUMPSTART PHILLY, LLC, a Pennsylvania limited liability company, with its offices at 4701 Germantown Avenue - 3rd Floor, Philadelphia, Pennsylvania 19144, (the "Lender") the principal sum of *|LoanAmountWritten|* (*|LoanAmount|*) or such greater amount as may be advanced by the Lender from time to time for the account of the Borrower (the "Loan") in lawful money of the United States, together with interest and penalties, if any, thereon, said principal to be paid as set forth herein. This Mortgage Note is executed and delivered pursuant to the Loan Commitment Letter by and between Borrower and Lender dated *|LOCdate|*, (hereinafter the "Commitment Letter"). The Commitment Letter is incorporated herein by reference as if more fully set forth at length.

1. The principal balance of the Loan, together with interest at the rate of *|InterestAmountWritten|* (*|InterestRate%|*) percent per annum, compounded annually, shall be due on the earlier of: (a) twelve (12) months after the execution of this Mortgage Note, provided however that Borrower shall have the right to extend the deadline for payment in full of the Loan for two (2) additional three (3) month periods by paying to Lender a loan extension fee of two percent (2%) of the amount of the Loan for each three (3) month extension; (b) the sale or transfer of the property secured by the Mortgage (as hereinafter defined) (the "Mortgaged Property"); (c) the refinancing by the Borrower of the Mortgaged Property; (d) the sale or transfer of a majority interest of the Borrower either at one time or over any period of time, and whether or not such transfer was voluntary, involuntary, by operation of law or otherwise; or (e) the death of the Mortgagor or Guarantor of the Loan. Once all funds have been advanced to the Borrower, Borrower shall begin making interest only payments to the Lender beginning on the first (1st) day of the calendar month immediately following the date that all funds have been advanced and continuing on the first (1st) day of every month thereafter until the Loan is paid in full.

2. In the event the Borrower fails to meet or satisfy any provision of this Mortgage Note, or the Open-End Mortgage and Security Agreement between Borrower and Lender dated of even date herewith (hereinafter referred to as the "Mortgage"), after the expiration of any applicable notice and cure period, which event shall be considered an Event of Default under this Mortgage Note, the Borrower hereby agrees that the Lender shall have the right to declare all amounts owing under this Mortgage Note and/or the Mortgage to be immediately due and payable and may proceed to enforce payment of this Mortgage Note either by suit in equity or by action at law, or both.

3. In the event the Borrower shall have: (a) filed a voluntary petition in bankruptcy, consented to the filing of a bankruptcy petition against Borrower, made an assignment

for the benefit of creditors, or shall have admitted in writing Borrower's inability to pay Borrower's debts generally as they become due; or (b) a decree or order by a court is entered adjudging Borrower bankrupt or insolvent and such decree or order shall have continued undischarged and unstayed for thirty (30) days; or (c) a decree or order of a court is entered against Borrower for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency or for the winding up of Borrower's affairs and such decree or order shall have continued undischarged and unstayed for thirty (30) days, any of which events shall be considered an immediate Event of Default under this Mortgage Note, the Borrower hereby agrees that the Lender shall have the right to declare all amounts owing under this Mortgage Note and/or the Mortgage to be immediately due and payable and may proceed to enforce payment of this Mortgage Note either by suit in equity or by action at law, or both.

4. In the event of the occurrence of any default hereunder, if the Lender does not immediately exercise any of its rights under this Mortgage Note, the Commitment Letter or the Mortgage, then any such failure by the Lender shall not constitute a waiver of any rights the Lender has to exercise such rights at any later time, or any other right that the Lender may have.

UPON AN EVENT OF DEFAULT, BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF RECORD, OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO APPEAR FOR BORROWER AT ANY TIME OR TIMES, AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT AND EXPIRATION OF ANY APPLICABLE CURE PERIODS WITH RESPECT THERETO UNDER ANY OF THE LENDER LOAN DOCUMENTS, IN ANY SUCH COURT IN ANY ACTION BROUGHT AGAINST BORROWER BY LENDER WITH RESPECT TO THE AGGREGATE AMOUNTS PAYABLE UNDER THE LENDER LOAN DOCUMENTS, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN TO CONFESS OR ENTER JUDGMENT AGAINST BORROWER FOR ALL SUMS PAYABLE BY BORROWER TO LENDER UNDER THE LOAN DOCUMENTS, AS EVIDENCED BY AN AFFIDAVIT SIGNED BY A DULY AUTHORIZED DESIGNEE OF LENDER SETTING FORTH SUCH AMOUNT THEN DUE FROM BORROWER TO LENDER, WITH COSTS OF SUIT, PLUS ATTORNEY'S COMMISSION EQUAL TO FIVE (5%) PERCENT OF THE AGGREGATE OF SUCH SUMS, AND BORROWER ACKNOWLEDGES THAT ATTORNEYS' FEES ARE STATED TO BE FIVE (5%) PERCENT SOLELY FOR PURPOSES OF FIXING A SUM CERTAIN FOR WHICH JUDGMENT CAN BE ENTERED BY CONFESSION AND AGREES THAT IN ENFORCING ANY SUCH JUDGMENT, LENDER SHALL NOT DEMAND, SOLELY WITH RESPECT TO ATTORNEY'S FEES INCURRED BY LENDER IN CONNECTION WITH SUCH INDEBTEDNESS AFTER SUCH JUDGMENT IS RENDERED, ANY AMOUNTS IN EXCESS OF THE ACTUAL AMOUNT OF REASONABLE ATTORNEYS' FEES CHARGED OR BILLED TO LENDER (WHICH ATTORNEYS' FEES SHALL BE CHARGED OR BILLED TO THE LENDER AT THE STANDARD HOURLY RATES). IF A COPY OF THIS MORTGAGE NOTE, VERIFIED BY AN AFFIDAVIT SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE

ORIGINAL AS A WARRANT OF ATTORNEY. BORROWER WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO BRING ANY ACTION OR CONFESS JUDGMENT THEREIN SHALL BE DEEMED TO EXHAUST THE POWER, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LENDER SHALL ELECT UNTIL ALL AMOUNTS PAYABLE TO LENDER UNDER THE LENDER LOAN DOCUMENTS SHALL HAVE BEEN PAID IN FULL.

Initial
Borrower

5. This Mortgage Note, and the due performance by the Borrower of all of its obligations hereunder, is evidenced and secured by: (a) an Open-End Mortgage and Security Agreement; (b) an Assignment of Leases and Rents; (c) the Commitment Letter, as defined herein; (d) the Guaranty and Surety Agreement; and (e) all collateral documents pursuant thereto or hereto including but not limited to instruments of pledge, mortgage, assignment, transfer or delivery, as well as any and all related Commitment Letters, instruments and public filings which are referred to collectively as the "Loan Documents". Any collateral securing any of the Borrower's obligations under any of the Loan Documents are hereinafter referred to collectively as the "Collateral".

6. Following the occurrence of an Event of Default (as defined in the Mortgage, in this Mortgage Note or in any other Loan Document) and continuing until such Event of Default is cured and that fact acknowledged by the Lender, the principal sum outstanding hereunder and all accrued interest thereon, shall bear interest at the rate of fifteen (15%) percent per annum ("Default Rate") and shall be secured by the Collateral.

7. The Borrower shall pay upon demand all reasonable costs and expenses (including all reasonable amounts paid to attorneys, accountants, real estate brokers and other advisors employed by the Lender) incurred by the Lender in the exercise of any of its rights, remedies or powers under any of the Loan Documents or with respect to any Collateral with respect to such Event of Default (including but not limited to such sums incurred by the Lender after the Borrower has filed a Petition in Bankruptcy), and any amount thereof not paid promptly following demand therefore shall be added to the principal sum hereunder and shall bear interest at the Default Rate from the date of such demand until paid in full, and shall be secured by the Collateral. In connection with, and as part of the foregoing, in the event that any of the Lender Loan Documents is placed in the hands of an attorney for the collection of any sum payable thereunder, the Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed under the Lender Loan Documents, as well as all costs, disbursements and allowances provided by law, the payment of which sums shall be secured by the Collateral. Nothing in this paragraph shall limit the obligation of the Borrower to pay any and all costs and expenses for which the Borrower is otherwise liable under any of the Loan Documents.

8. All rights and remedies hereby granted or otherwise available to Borrower shall be cumulative and concurrent; may be pursued singly, successively or together, at the Lender's sole option and may be exercised from time to time and as often as occasion therefor shall occur until the Loan, together with all interest thereon and any other sums due under the Lender Loan Documents, is paid in full; and no delay or omission by the Lender to exercise any right or remedy occurring upon any default shall impair any such right or remedy or shall be construed to be a waiver of any such default, or an acquiescence thereon.

9. The Debtor may repay the unpaid principal of this Mortgage Note at any time before it is due. This is known as full prepayment. No penalty shall be charged. Interest shall be charged only to the date of the full prepayment. The Debtor may repay any part of the unpaid Principal before it is due. This is known as partial prepayment. It may be made at any time. The Creditor shall use the partial prepayment to reduce the principal due under this Mortgage Note. Interest on the partial prepayment shall be charged only to the date it is paid. No penalty shall be charged. A partial prepayment shall not change the amounts or due dates of the semi-annual payments. A partial prepayment shall be credited against the last payments due and shall not interfere with any intermediate payments.

10. In the event that for any reason one or more of the provisions of this Mortgage Note or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Mortgage Note, but this Mortgage Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party, or sent by a nationally recognized overnight courier, or sent by certified or registered mail, return receipt requested, or by facsimile to such party at its address set forth below, or at such other address as any party may provide by notice pursuant to this section:

If to the Borrower:

Attn: _____
Fax: _____

If to Lender:

Jumpstart Philly, LLC
4701 Germantown Avenue 3rd Floor
Philadelphia, PA 19144
Attn: Ken Weinstein,
Fax: (267) 297-5623

12. Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered; (ii) if delivered by nationally recognized overnight courier delivery service, on the business day following the day such material is sent; (iii) if sent by certified mail, three (3) business days after such notice has been sent; or (iv) if sent by facsimile, upon the sending party's receipt of confirmation that the fax has been received.

13. For purposes of this Mortgage Note, 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. The references herein to the Loan Documents or any one of them shall include any supplements to or any amendments of or restatements of such Loan Documents or any one of them.

14. All of the terms and provisions of the Loan Documents, to the extent not inconsistent herewith, are hereby incorporated herein by reference.

15. This Mortgage Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. THE BORROWER, KNOWINGLY AND WITH FULL CONSENT, DOES HEREBY WAIVE AND RELEASE ALL RIGHTS TO A JURY TRIAL.

Initial
Borrower

17. IN THE EVENT THAT A PROCEEDING UNDER ANY BANKRUPTCY OR INSOLVENCY LAW IS COMMENCED BY OR AGAINST BORROWER AND AN ORDER FOR RELIEF IS ENTERED AS A RESULT OF SUCH PETITION, BORROWER HEREBY CONSENTS TO RELIEF FROM THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. §362 TO ALLOW LENDER TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER WITH RESPECT TO THE COLLATERAL.

Initial
Borrower

18. Representation by Counsel.

BORROWER ACKNOWLEDGES THAT BORROWER HAS BEEN REPRESENTED BY OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL OF BORROWER'S OWN CHOICE AND KNOWINGLY AND VOLUNTARILY GRANTED TO LENDER THE RIGHTS SET FORTH HEREIN INCLUDING BUT NOT LIMITED TO THE RIGHTS SET FORTH IN PARAGRAPHS 5, 17, AND 18 HEREOF.

Initial
Borrower

19. This Mortgage Note is binding upon the heirs, executors, administrators, successors and assigns of the Borrower. The rights of the Lender may be enforced by the successors and assigns of the Lender.

20. The Borrower agrees that its obligations hereunder shall be and remain in full force and effect, and in no way impaired until it makes full and actual payment of the principal sum, interest and fees due or to become due under this Mortgage Note to the Lender, as the case may be, unless the terms of this Mortgage Note are modified in writing by the Lender. The Borrower acknowledges and agrees to be bound by all the covenants contained or incorporated herein. Subject to the foregoing, the Borrower acknowledges and agrees that the Lender may prosecute any suit necessary to satisfy the indebtedness on the Mortgaged Property and on any improvements, fixtures and equipment located thereon or used or usable in connection with the operation of the Mortgaged Property.

The Borrower agrees to be legally bound by all promises made in this Mortgage Note.

Attest:

BORROWER:

|Borrower|

By: _____ (SEAL)

Name: ***|Name1|***

Title: _____

|Borrower|

By: _____ (SEAL)

Name: ***|Name2|***

Title: _____

DISCLOSURE FOR CONFESSION OF JUDGMENT

Undersigned: *|Borrower|*

Lender: **JUMPSTART PHILLY, LLC**

The undersigned has executed, and/or is executing, on or about the date hereof: (i) a Mortgage Note in the amount of *|LoanAmount|* under which the undersigned is obligated to repay monies to Lender; (ii) an Open-End Mortgage and Security Agreement; (iii) a Loan Commitment Letter; and (iv) an Assignment of Leases and Rents.

A. **THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE DOCUMENTS SET FORTH IN (i) THROUGH (iv) IN THE ABOVE PARAGRAPH CONTAIN PROVISIONS UNDER WHICH LENDER MAY ENTER JUDGMENT BY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE OF ITS RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST IT BY LENDER THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LENDER'S ENTERING JUDGMENT AGAINST IT BY CONFESSION PURSUANT TO THE TERMS THEREOF.**

B. **THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH LENDER MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE UNDERSIGNED IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF ITS RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES IT RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO LENDER'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE UNDERSIGNED.**

C. The undersigned certifies that a representative of Lender specifically called the confession of judgment provisions in the above documents to the attention of the undersigned, and/or that the undersigned was represented by or had the opportunity to be represented by legal counsel in connection with the above documents.

D. The undersigned hereby certifies: that its annual income exceeds \$10,000.00; that all references to "the undersigned" above refer to the entity signing below, and that the undersigned received a copy hereof at the time of signing.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal
this _____ day of _____, 20_____.

UNDERSIGNED:

|Borrower|

By: _____

Name: ***|Name1|***

Title:

Witness

By: _____

Name: ***|Name2|***

Title:

DISCLOSURE FOR CONFESSION OF JUDGMENT

Undersigned: *|Name1|*

Lender: **JUMPSTART PHILLY, LLC**

The undersigned has executed, and/or is executing, on or about the date hereof a Guaranty and Suretyship Agreement under which the undersigned is obligated to guaranty a certain loan between Lender and *|Borrower|*.

A. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE DOCUMENT SET FORTH ABOVE CONTAINS PROVISIONS UNDER WHICH LENDER MAY ENTER JUDGMENT BY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE OF ITS RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST HIM/HER BY LENDER THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LENDER'S ENTERING JUDGMENT AGAINST HIM/HER BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH LENDER MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE UNDERSIGNED IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF ITS RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES HIS/HER RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO LENDER'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE UNDERSIGNED.

C. The undersigned certifies that a representative of Lender specifically called the confession of judgment provisions in the above documents to the attention of the undersigned, and/or that the undersigned was represented by or had the opportunity to be represented by legal counsel in connection with the above documents.

D. The undersigned hereby certifies: that his/her annual income exceeds \$10,000.00; that all references to “the undersigned” above refer to the entity signing below, and that the undersigned received a copy hereof at the time of signing.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this _____ day of _____, 20_____.

UNDERSIGNED:

|Name1|

Witness

By: _____
Name: ***|Name1|***
Title:

DISCLOSURE FOR CONFESSION OF JUDGMENT

Undersigned: *|Name2|*

Lender: **JUMPSTART PHILLY, LLC**

The undersigned has executed, and/or is executing, on or about the date hereof a Guaranty and Suretyship Agreement under which the undersigned is obligated to guaranty a certain loan between Lender and *|Borrower|*.

A. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE DOCUMENT SET FORTH ABOVE CONTAINS PROVISIONS UNDER WHICH LENDER MAY ENTER JUDGMENT BY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE OF ITS RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST HIM/HER BY LENDER THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LENDER'S ENTERING JUDGMENT AGAINST HIM/HER BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH LENDER MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE UNDERSIGNED IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF ITS RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES HIS/HER RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO LENDER'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE UNDERSIGNED.

C. The undersigned certifies that a representative of Lender specifically called the confession of judgment provisions in the above documents to the attention of the undersigned, and/or that the undersigned was represented by or had the opportunity to be represented by legal counsel in connection with the above documents.

D. The undersigned hereby certifies: that his/her annual income exceeds \$10,000.00; that all references to "the undersigned" above refer to the entity signing below, and that the undersigned received a copy hereof at the time of signing.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal
this _____ day of _____, 20_____.

UNDERSIGNED:

|Name2|

Witness

By: _____
Name: ***|Name2|***
Title:

GENERAL GUARANTY AND SURETYSHIP AGREEMENT

THIS GENERAL GUARANTY AND SURETYSHIP AGREEMENT, made this _____ day of _____, 20____, by ***|Name1|***, having a residence address at _____ (hereinafter called the "Guarantor") in favor of JUMPSTART PHILLY, LLC, a Pennsylvania limited liability company (hereinafter called "Jumpstart Philly"), with an office at 4701 Germantown Avenue - 3rd Floor, Philadelphia, Pennsylvania 19144.

WITNESSETH:

A ***|Borrower|*** a Pennsylvania limited liability company (hereinafter called "Borrower"), has requested Jumpstart Philly to make a commercial mortgage loan in the amount of ***|LoanAmountWritten|*** (***|LoanAmount|***) (the "Loan") to Borrower as described in that certain Mortgage Note by and between Borrower and Jumpstart Philly dated of even date herewith (the "Note").

B. In order to induce Jumpstart Philly 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 Philly 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 Philly 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 Philly 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 or 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 Philly may grant, or to which Jumpstart Philly 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 Philly 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 guarantying Borrower's obligations or against any real property or against any other security for Borrower's obligations to Jumpstart Philly, Jumpstart Philly may proceed directly against Guarantor whenever an Event of Default exists under the Loan Documents. 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 Philly and until all such sums received by Jumpstart Philly 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 Philly or the failure of Jumpstart Philly 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 Philly 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 Philly shall be entitled to receive from Guarantor, upon demand by Jumpstart Philly, the sums which would have otherwise been due and payable had such acceleration occurred.

5. Guarantor agrees that Jumpstart Philly 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 associated 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 Philly 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 Philly, and shall be paid over to Jumpstart Philly, upon demand by Jumpstart Philly, 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 Philly'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 Philly making the Loan to the Borrower; and (vi) if Guarantor or Borrower has delivered to Jumpstart Philly 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 Philly.

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 Philly 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 Philly 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 Philly 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 Philly unless Guarantor shall have advised Jumpstart Philly of the change of address by writing, mailed to Jumpstart Philly by certified mail, return receipt requested, postage prepaid.

11. All rights and remedies of Jumpstart Philly 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 Philly 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 Philly unless in writing and duly signed by Jumpstart Philly. 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 Philly, 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 Philly 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 Philly, 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 Philly , deliver to Jumpstart Philly a signed copy of Guarantor's most recent federal income tax return with all schedules attached.

14. If Jumpstart Philly employs counsel to enforce any liability of Borrower or Jumpstart Philly's rights under this Agreement by suit or otherwise (including, but not limited to, participation of Jumpstart Philly in any case under the bankruptcy Code initiated by or against any Borrower or Guarantor), Guarantor will reimburse Jumpstart Philly, 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 Philly and its successors and assigns. This Agreement may be assigned by Jumpstart Philly.

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 Philly 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 Philly.

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 Philly. 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 PHILLY 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 PHILLY 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 PHILLY OF THE FULL AMOUNT DUE JUMPSTART PHILLY, 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 PHILLY HAVE BEEN FULLY DISCHARGED.

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

GUARANTOR:

By: _____

Name: *|Name1|*

Title:

WITNESS:

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA :

: SS

On the ____ day of _____, 20_____, before me, a notary public in and for the Commonwealth and County aforementioned, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission expires: _____

(seal)

GENERAL GUARANTY AND SURETYSHIP AGREEMENT

THIS GENERAL GUARANTY AND SURETYSHIP AGREEMENT, made this _____ day of _____, 20____, by ***|Name2|***, having a residence address at _____ (hereinafter called the "Guarantor") in favor of JUMPSTART PHILLY, LLC, a Pennsylvania limited liability company (hereinafter called "Jumpstart Philly"), with an office at 4701 Germantown Avenue - 3rd Floor, Philadelphia, Pennsylvania 19144.

WITNESSETH:

A ***|Borrower|*** a Pennsylvania limited liability company (hereinafter called "Borrower"), has requested Jumpstart Philly to make a commercial mortgage loan in the amount of ***|LoanAmountWritten|*** (***|LoanAmount|***) (the "Loan") to Borrower as described in that certain Mortgage Note by and between Borrower and Jumpstart Philly dated of even date herewith (the "Note").

B. In order to induce Jumpstart Philly 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 Philly 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 Philly 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 Philly 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 or 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 Philly may grant, or to which Jumpstart Philly 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 Philly 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 guarantying Borrower's obligations or against any real property or against any other security for Borrower's obligations to Jumpstart Philly, Jumpstart Philly may proceed directly against Guarantor whenever an Event of Default exists under the Loan Documents. 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 Philly and until all such sums received by Jumpstart Philly 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 Philly or the failure of Jumpstart Philly 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 Philly 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 Philly shall be entitled to receive from Guarantor, upon demand by Jumpstart Philly, the sums which would have otherwise been due and payable had such acceleration occurred.

5. Guarantor agrees that Jumpstart Philly 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 associated 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 Philly 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 Philly, and shall be paid over to Jumpstart Philly, upon demand by Jumpstart Philly, 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 Philly'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 Philly making the Loan to the Borrower; and (vi) if Guarantor or Borrower has delivered to Jumpstart Philly 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 Philly.

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 Philly 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 Philly 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 Philly 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 Philly unless Guarantor shall have advised Jumpstart Philly of the change of address by writing, mailed to Jumpstart Philly by certified mail, return receipt requested, postage prepaid.

11. All rights and remedies of Jumpstart Philly 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 Philly 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 Philly unless in writing and duly signed by Jumpstart Philly. 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 Philly, 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.

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deposit account, to secure the amounts due or to become due under this Agreement.

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

14. If Jumpstart Philly employs counsel to enforce any liability of Borrower or Jumpstart Philly's rights under this Agreement by suit or otherwise (including, but not limited to, participation of Jumpstart Philly in any case under the bankruptcy Code initiated by or against any Borrower or Guarantor), Guarantor will reimburse Jumpstart Philly, 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 Philly and its successors and assigns. This Agreement may be assigned by Jumpstart Philly.

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 Philly 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 Philly.

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 Philly. 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 PHILLY 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 PHILLY 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 PHILLY OF THE FULL AMOUNT DUE JUMPSTART PHILLY, 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 PHILLY HAVE BEEN FULLY DISCHARGED.

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

GUARANTOR:

By: _____

Name: *|Name2|*

Title:

WITNESS:

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF PHILADELPHIA :

: SS

On the ____ day of _____, 20_____, before me, a notary public in and for the Commonwealth and County aforementioned, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission expires: _____

(seal)