

COTTAGES AT COLLEGE STATION - GUARANTY AGREEMENT

Primary Lease Holder:

Lease Start Date:

Lease End Date:

Lease Installment Amount: \$

Total Lease Contract Amount: \$

Guarantor Full Legal Name:

Relationship to Applicant:

Home Phone:

Cell Phone:

Email Address:

Permanent Address:

Identification Type:

Identification Number:

Expiration Date:

Issue State/Province:

Social Security Number:

Date of Birth:

Employer Name:

Annual/Monthly/Hourly Salary: \$

Employer Address:

This Guaranty Agreement ("Guaranty") is entered into by the Guarantor listed above for the benefit of CPP College Station I LLC and CPP College Station II LLC ("Landlord") and relates to the Lease Agreement ("Lease") between the Primary Lease Holders identified above (collectively "Resident"). Each Guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the Resident. If we delay or fail to exercise rights under the Lease, pursue any remedies, provide notices to you, or make demands to you, as Guarantor, it will not act as a waiver of Landlord's rights against you. Landlord's remedies against the Resident apply to Guarantor as well. Resident and all Guarantors are jointly and severally liable. It is unnecessary for us to make demand on or sue or otherwise exhaust remedies against Resident in order for Guarantor to be liable.

You represent that all information submitted by you on this Guaranty is true and complete, and that you will promptly inform us of any change of address. If not signed electronically or witnessed by us, we may require this Guaranty to be notarized. You authorize verification of such information via consumer reports, rental history reports, and other means as determined by Landlord in Landlord's sole discretion. You acknowledge that our privacy policy is available to you, and has been read and understood. A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.

We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request. You acknowledge that by signing this Guaranty you absolutely and unconditionally hereby guarantee to Landlord payment of all obligations ("Covenants And Duties") of Resident under the Lease, including but not limited to, rent, late charges, property damage, repair costs, animal violation charges, re-letting charges, utility payments, fines, and all other sums which may become due and owing under the Lease. Guarantor is not liable for any increases in the amount of rent stated in this Lease, regardless of any renewals or month-to-month renewals, unless the Guarantor agrees to a different amount in a separate written agreement. Except for changes in the amount of the rent, you agree that Landlord and Resident may amend the Lease without your knowledge or consent, and you will be bound by any such amendments. This Guaranty inures to the benefit of any successor landlords under the Lease.

Guarantor expressly agrees that the validity of this Guaranty and its obligations hereunder, shall in no ways be terminated, affected or impaired by reason of the assertion by Landlord against Resident of any of the rights or remedies reserved to Landlord by said Lease. Guarantor further covenants and agrees that this Guaranty and the full liability of Guarantor hereunder shall remain and continue in full force and effect notwithstanding the occurrence of any one or more of the following types of transactions (whether or not Guarantor shall have received any notice of or consented to any such transaction): (i) any renewal, extension, modification or amendment of said Lease, including automatic renewals, amendments, and modifications entered into by the date listed above as the "Last Date for Guarantor Renewal"; (ii) any assignment or transfer by Landlord; (iii) any assignment or transfer or subletting by Resident; or (iv) death of any party Resident (who may be a natural person).

Guarantor further agrees to indemnify and hold harmless Landlord from all loss, damage, cost and expense (including, without limitation, costs of

court, deposition costs and attorneys' fees incurred by Landlord) in the event of any Event of Default by Resident under such Lease.

Guarantor agrees that in the event that Resident shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the United States Bankruptcy Code, or if such a petition be filed by creditors of Resident, or if Resident shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to such Lease shall be of the same scope as if Guarantor had itself executed said Lease as the named Resident thereunder and no "rejection" and/or "termination" of such Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to such Lease for the remainder of the Lease Term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Landlord should request that Guarantor execute a new Lease for the balance of the term of said Lease (unaffected by any such "rejection" and/or "termination" in any of said proceedings), but in all other respects identical with said Lease, Guarantor shall do so as the named "Resident" under such new Lease (irrespective of the fact that the existing Lease may have been "rejected" or "terminated" in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of Guarantor to execute such new Lease as herein provided, without limiting any of the legal or equitable remedies of Landlord on account of such failure or refusal, Guarantor agrees that Landlord shall have the right to obtain a decree of specific performance against Guarantor.

Governing Law; Venue. This Guaranty shall be construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof. Venue of any dispute concerning this Guaranty shall be exclusively in Harris County, Texas.

You acknowledge and agree that your obligations as Guarantor will continue until all of the Resident's obligations under the Lease, including renewals, amendments and modifications, have been satisfied." Do not sign this form unless you understand that you have the same liability as Resident for rent and all other monies owed under the Lease.

GUARANTOR:

Signature

Date