

**ATTACHMENT “F”
PARENT GUARANTY**

THIS PARENT GUARANTY (“Guaranty”) is made this ____ day of _____, 202__, by [NAME OF PARENT], a Pennsylvania nonprofit corporation, with its principal office located at [ADDRESS] (hereafter referred to as “Guarantor”), in favor of the **PENNSYLVANIA INTEREST ON LAWYER TRUST ACCOUNTS BOARD**, an instrumentality of the Supreme Court of Pennsylvania having an address of 601 Commonwealth Avenue, P.O. Box 62445, Harrisburg, Pennsylvania (hereafter referred to as the “Board”).

RECITALS:

WHEREAS, the Board and [NAME OF RECIPIENT], a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (“Recipient”), have entered into that certain Legal Services Organization Grant Agreement dated as of July 1, 202__ (the “Agreement”); and,

WHEREAS, Guarantor directly or indirectly controls Recipient, as defined in Paragraph 5 of the Agreement; and,

WHEREAS, pursuant to Paragraph 5 of the Agreement, as a condition to the Board’s disbursement of IOLTA Grant Funds under the Agreement, Guarantor is required to execute and deliver this Guaranty.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Board to disburse IOLTA Grant Funds to Recipient pursuant to the Agreement, Guarantor hereby agrees as follows:

1. **Defined Terms**. Capitalized terms used in this Guaranty but not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Guaranteed Obligations**. For purposes of this Guaranty, “Guaranteed Obligations” means Recipient’s obligations, after demand by the Board, to repay or return to the Board any IOLTA Grant Funds that Recipient is required to repay or return under the Agreement, the GGAFP, or any other applicable IOLTA Grant requirements incorporated into the Agreement, including any amounts that the Board is entitled to recover as improperly expended, unexpended, misapplied, or otherwise returnable IOLTA Grant Funds.

3. **Guaranty**. Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the Board the full and prompt payment of the Guaranteed

Obligations. If Recipient fails to pay any Guaranteed Obligation when due following demand by the Board, Guarantor shall, upon written demand from the Board, immediately pay such Guaranteed Obligation.

4. **Direct Enforcement After Recipient Default.** This Guaranty is a guaranty of payment and not merely of collection. Accordingly, after the Board has made written demand upon Recipient for payment of any Guaranteed Obligations and Recipient has failed to pay such Guaranteed Obligations when due, the Board may enforce this Guaranty directly against Guarantor without first obtaining a judgment against Recipient, exhausting remedies against Recipient, or pursuing any other remedy or right. Nothing in this Section 4 shall be construed to permit the Board to require payment from Guarantor unless the Board has first made written demand upon Recipient for payment of the applicable Guaranteed Obligations and Recipient has failed to pay such Guaranteed Obligations when due.

5. **Scope Limitation.** Notwithstanding anything herein to the contrary, this Guaranty is limited to the Guaranteed Obligations and does not create any obligation of Guarantor to perform Recipient's programmatic, reporting, operational, or other nonmonetary obligations under the Agreement.

6. **Continuing Effect; No Impairment.** This Guaranty is a continuing guaranty and shall remain in full force and effect until the later of (i) payment in full of all Guaranteed Obligations, and (ii) the resolution of all questioned items asserted by the Board in accordance with the Agreement, the GGAFP, and any other applicable IOLTA Grant requirements incorporated into the Agreement that could give rise to Guaranteed Obligations under this Guaranty. Guarantor's liability under this Guaranty shall not be released, diminished, or impaired by:

- a. any amendment, modification, extension, renewal, or waiver of the Grant Agreement or any document incorporated therein;
- b. any delay or failure by the Board to exercise any right or remedy against Recipient or Guarantor;
- c. any insolvency, bankruptcy, receivership, dissolution, reorganization, incapacity, or cessation of existence of Recipient;
or
- d. any invalidity or unenforceability of any obligation of Recipient, except to the extent the underlying obligation has been finally determined by a court of competent jurisdiction not to exist.

7. **Waivers.** To the fullest extent permitted by law, Guarantor waives:

- a. presentment, demand, protest, notice of protest, notice of dishonor, and notice of acceptance of this Guaranty;
- b. notice of any default by Recipient, except for the written demand expressly required under Section 3 and Section 4 of this Guaranty;
- c. any right to require the Board first to proceed against Recipient or any other person, or first to enforce any other right or remedy; or
- d. any defense based on suretyship, impairment of recourse, or similar equitable doctrine, other than payment in full of the Guaranteed Obligations.

8. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to the Board that:

- a. Guarantor is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation;
- b. Guarantor has full power and authority to execute, deliver, and perform this Guaranty;
- c. the execution, delivery, and performance of this Guaranty have been duly authorized by all necessary corporate or organizational action;
- d. this Guaranty constitutes a legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, subject to applicable laws affecting creditors' rights and general principles of equity; and
- e. the execution, delivery, and performance of this Guaranty do not violate any law, court order, organizational document, or agreement binding upon Guarantor.

9. **Subrogation.** Until all Guaranteed Obligations have been paid in full, Guarantor shall not enforce any right of subrogation, reimbursement, contribution, indemnification, or similar recourse against Recipient to the extent doing so would prejudice the Board's rights.

10. **Enforcement Costs.** If the Board enforces this Guaranty following a default by Guarantor, Guarantor shall reimburse the Board for its reasonable

attorneys' fees and other reasonable costs and expenses incurred in enforcing this Guaranty.

11. **Notices.** Any notice or demand under this Guaranty shall be in writing and given in the manner provided for notices under the Agreement. Notices to Guarantor shall be sent to the address of Guarantor at the address set forth below Guarantor's signature block of this Guaranty, or to such other address as Guarantor may designate by written notice to the Board.

12. **No Assignment by Guarantor.** Guarantor may not assign or delegate any of its rights or obligations under this Guaranty without the prior written consent of the Board.

13. **Illegality.** In case any one or more of the provisions contained in this Guaranty should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14. **Changes In Writing.** No modification, amendment, or waiver of any provision of this Guaranty will be effective unless it is in writing and signed by the Board and the Guarantor.

15. **Execution; Counterparts.** This Guaranty may be signed in any number of counterpart copies, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

16. **Governing Law; Venue.** This Guaranty shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Venue for any action or proceeding arising out of or relating to this Guaranty shall be in Dauphin County, Pennsylvania.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Guaranty or caused this Guaranty to be duly executed and delivered by its authorized representative as of the date first set forth above.

GUARANTOR:
[NAME OF GUARANTOR],
a Pennsylvania nonprofit corporation

By: _____
Name:
Title:

Guarantor's Address for Notices:

[GUARANTOR'S NAME]
[ADDRESS]
[EMAIL]