

**Cross-Default Guaranty
of Subtenants**
Section 232

**U.S. Department of Housing
and Urban Development**
Office of Residential
Care Facilities

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Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

This Cross-Default Guaranty of Subtenants (the “**Guaranty**”), made as of this ___ day of _____, 20___, by each of the entities named as a Guarantor on Schedule “A” to this Guaranty and executing the signature page hereto (each, a “Guarantor” or a “Subtenant” and collectively, the “**Guarantors**” or the “**Subtenants**”), to and in favor of _____, a _____ (“**Sublandlord**”), is made with respect to the following facts:

RECITALS

- A. WHEREAS, Sublandlord is the tenant under that certain Master Lease, dated of even date herewith (the “**Master Lease**”), pursuant to which Sublandlord leases [skilled nursing facilities/assisted living facilities/ board and care homes] from entities set forth on Schedule “B” attached hereto and incorporated herein (collectively, the “**Landlord**” and individually, a “**Facility Landlord**”); and
- B. WHEREAS, the parties may in the future agree to add additional facilities to this Guaranty; and
- C. WHEREAS, each of the Guarantors subleases from Sublandlord that certain skilled nursing facility set forth opposite the Guarantor’s name on Schedule “A” (each a “**Facility**”), pursuant to a sublease (each such sublease hereinafter referred to as a “**Sublease**” and collectively, referred to as the “**Subleases**”); and
- D. WHEREAS, Sublandlord is not willing to accept the Subleases unless it receives a Guaranty by each of the Guarantors to the obligations of the other Subtenants under their respective Subleases, so that each Guarantor is jointly and severally liable with all other of the Guarantors for the obligations of each Subtenant under the respective Subleases; and
- E. WHEREAS, the U.S. Department of Housing and Urban Development (“**HUD**”) is requiring this Guaranty as a condition to insuring loans to one or more of the Landlords.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and to induce Sublandlord to enter into the Subleases as aforesaid, each Guarantor, jointly and severally, hereby covenants and agrees as follows:

1. Guaranteed Obligations. Each Guarantor hereby unconditionally, absolutely, and irrevocably guarantees to Sublandlord, its successors and assigns, the prompt payment when due and the full and faithful performance and observance by all Guarantors in their respective capacities as subtenants under their respective Subleases, of all of the terms, covenants, conditions, agreements, and obligations now or hereafter to be paid, performed, and/or observed by each Guarantor as the subtenant under its respective Sublease, in each case in strict accordance with the terms of the Subleases (all such terms, covenants, conditions, agreements, and obligations being herein collectively referred to as the “**Sublease Obligations**”) and agrees to pay on demand any and all expenses (including reasonable counsel fees and disbursements) incurred by Sublandlord in enforcing any rights under this Guaranty and under any and each Sublease (collectively, “**Expenses**”); the Sublease Obligations and the Expenses are, collectively, the “**Obligations**”. Without limiting the generality of the foregoing, each Guarantor’s liability shall extend to all amounts which constitute part of the Obligations and would be owed by a Subtenant to Sublandlord under its Sublease but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding involving a Subtenant.

2. Unconditional and Absolute Guaranty. Each Guarantor guarantees that the Sublease Obligations will be paid, performed and observed strictly in accordance with the terms of the Subleases. The Obligations of each Guarantor under this Guaranty are independent of the Sublease Obligations. The liability of each Guarantor under this Guaranty shall be absolute and unconditional, shall not be affected, released, terminated, discharged or impaired, in whole or in part, by, and Sublandlord may proceed to exercise any right or remedy hereunder, irrespective of:

- (i) any lack of genuineness, regularity, validity, legality or enforceability, or the voidability, of any of the Subleases or any other agreement or instrument relating thereto;
- (ii) any amendment, restatement, supplement, change or modification of the terms of any Sublease;
- (iii) any change in the time, manner or place of payment, performance or observance of all or any of the Obligations or any extensions of time for payment, performance or observance, whether in whole or in part, of the terms of any Sublease on the part of a Guarantor, as a Subtenant, to be paid, performed or observed, as applicable;
- (iv) any amendment or waiver of, or any assertion or enforcement or failure or refusal to assert or enforce, or any consent or indulgence granted by Sublandlord with respect to a departure from, any term of a Sublease, including, without limiting the generality of the foregoing, the waiver of any default by a Subtenant, or the making of any other arrangement with, or the accepting of any compensation or settlement from, a Subtenant;
- (v) any failure or delay of Sublandlord to exercise, or any lack of diligence in exercising, any right or remedy with respect to a Sublease;
- (vi) any dealings or transactions between Sublandlord and a Subtenant, whether or not Guarantor shall be a party to or cognizant of the same;

- (vii) the exercise of any right or remedy under a Sublease, or the obtaining of any judgment against a Subtenant, or the taking of any action to enforce the same;
- (viii) any bankruptcy, insolvency, assignment for the benefit of creditors, receivership, trusteeship or dissolution of or affecting a Subtenant;
- (ix) any exchange, surrender or release, in whole or in part, of any security which may be held by Sublandlord at any time for or under a Sublease or in respect of the Obligations;
- (x) any other guaranty now or hereafter executed by a Guarantor or any other guarantor or the release of any other guarantor from liability for the payment, performance or observance of any of the Obligations or any of the terms of a Sublease on the part of a Subtenant to be paid, performed or observed, as applicable, whether by operation of law or otherwise;
- (xi) any rights, powers or privileges Sublandlord may now or hereafter have against any person, entity or collateral in respect of the Obligations;
- (xii) Sublandlord's consent to any assignment or successive assignments of the Sublease by the applicable Subtenant;
- (xiii) the failure to give a Guarantor any notices whatsoever;
- (xiv) any other circumstance which might in any manner or to any extent constitute a defense (other than the defenses of prior payment or performance) available to a Subtenant, or vary the risk of a Guarantor, or might otherwise constitute a legal or equitable discharge or defense available to a surety or guarantor, whether similar or dissimilar to the foregoing;
- (xv) any and all notice of the creation, renewal or extension of the Obligations;
- (xvi) notice of or proof of reliance by the holder of any first mortgage on any Facility (each a "Lender") upon this Guaranty or acceptance of the Guaranty; or
- (xvii) the exercise of any right or remedy under a Sublease, or the obtaining of any judgment against a Subtenant, or the taking of any action to enforce the same;

all from time to time before or after any default by a Subtenant under a Sublease, and with or without further notice to or assent from Guarantors. This Guaranty shall continue to be effective or be reinstated, as the case may be, and the rights of Sublandlord hereunder shall continue with respect to, any Obligation (or portion thereof) at any time paid by a Subtenant which shall thereafter be required to be restored or returned by Sublandlord upon the insolvency, bankruptcy or reorganization of a Subtenant, or for any other reason, all as though such Obligation (or portion thereof) had not been so paid or applied.

3. Intentionally Omitted.

4. Waivers. To the fullest extent permissible by law, each Guarantor hereby waives (i) notice of acceptance of this Guaranty and of any change in the financial condition of any Subtenant, (ii) promptness, diligence, and presentment and demand for payment, performance or observance of any of the Obligations, (iii) protest, notice of dishonor, notice of default and any other notice with respect to any of the Obligations and/or this Guaranty, (iv) any demand for payment under this Guaranty, (v) any requirement that Sublandlord exhaust any right or remedy or take any action against a Subtenant or any collateral or other security available to it, and agrees that Sublandlord may enforce its rights hereunder without having recourse to any rights under any

Sublease, and without taking any actions or proceedings against a Subtenant, or any collateral or security for any of the Obligations, (vi) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance by a Subtenant of the Obligations which a Guarantor is called upon to pay or perform under this Guaranty, (vii) all rights and remedies accorded by applicable law to Guarantors, or sureties, including, without being limited to, any extension of time conferred by any law now or hereafter in effect, (viii) the right to trial by jury in any action or proceeding of any kind arising on, under, out of, or by reason of or relating, in any way, to this Guaranty or the interpretation, breach or enforcement hereof, (ix) the right to interpose any setoff or counterclaim of any nature or description in any action or proceeding arising hereunder or with respect to this Guaranty and (x) any right or claim of right to cause a marshalling of the assets of a Subtenant or to cause Sublandlord to proceed against a Subtenant and/or any collateral or security held by Sublandlord at any time or in any particular order.

5. Bankruptcy. Without limiting a Guarantor's Obligations elsewhere under this Guaranty, if a Subtenant, or a Subtenant's trustee, receiver or other officer with similar powers with respect to a Subtenant, rejects, disaffirms or otherwise terminates a Subtenant's Sublease pursuant to any bankruptcy, insolvency, reorganization, moratorium or any other law affecting creditors' rights generally, at Landlord's option, each Guarantor shall automatically be deemed to have jointly and severally assumed, from and after the date such rejection, disaffirmance or other termination of the Sublease is deemed effective, all Obligations and liabilities of the Subtenant under the Sublease to the same extent as if such Guarantors had been originally named instead of the Subtenant as a party to the Sublease and the Sublease had never been so rejected, disaffirmed or otherwise terminated.

Each Guarantor, upon such assumption, shall be obligated to perform and observe all of the Obligations whether theretofore accrued or thereafter accruing and Guarantors shall be subject to any rights or remedies of Sublandlord which may have theretofore accrued or which may thereafter accrue against the Subtenant on account of any default under the Sublease, notwithstanding that such defaults existed prior to the date a Guarantor was deemed to have automatically assumed the Sublease or that such rights or remedies are unenforceable against the Subtenant by reason of such rejection, disaffirmance or other termination. Each Guarantor shall confirm such assumption at the request of Landlord upon or after such rejection, disaffirmance or other termination, but the failure to do so shall not affect such assumption. A Guarantor, upon the assumption of a Sublease, shall have all of the rights of the Subtenant under the Sublease (to the extent permitted by law). Neither a Guarantor's obligation to make payment in accordance with this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, stayed, released or limited in any manner by any impairment, modification, change, release, limitation or stay of the liability of a Subtenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or other statute or from the decision of any court interpreting any of the same, and each Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release or limitation had occurred.

6. No Demand. In order to charge Guarantors under this Guaranty, no demand on Guarantors shall be required, no notice to Guarantors of any default under any of the terms of the Sublease

on the part of a Subtenant to be paid, performed or observed shall be required, and the same shall not be affected by any agreement or stipulation extending the time of payment, performance or observance of or modifying the terms of the Sublease, Guarantors hereby expressly waiving any such demand or notice. Sublandlord, its successors and assigns, shall have the right to enforce this Guaranty without pursuing any rights or remedies of Sublandlord against a Subtenant, or any collateral or security Sublandlord may hold, it being intended that immediately upon any breach or default by a Subtenant in the payment, performance or observance of any term in its Sublease, Sublandlord can enforce its rights directly against any or all Guarantors under this Guaranty. Sublandlord may commence any action or proceeding based upon this Guaranty directly against any or all Guarantors without making any Subtenant a party defendant in such action or proceeding. Any one or more successive and/or concurrent actions may be brought hereon against a Guarantor either in the same action, if any, brought against a Subtenant or in separate actions, as often as Sublandlord, in its sole discretion, may deem advisable.

7. Payments. Any and all amounts required to be paid by Guarantors hereunder shall be paid in lawful money of the United States of America and in immediately available funds to Sublandlord, on demand by Sublandlord, and at the address identified in the Sublease. All payments by Guarantors shall be made for the benefit of Sublandlord in accordance with the terms herein set forth without setoff or counterclaim. Sublandlord hereby directs Guarantors to make all payments under this Guaranty with respect to any Facility directly to Lender unless and until Lender directs Guarantors otherwise.

8. Taxes.

- (i) Any and all payments made by Guarantors hereunder or under a Sublease (if a Sublease is assumed by a Guarantor pursuant to Section 5, above) shall be made free and clear of, and without deduction for, any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (including, without limitation, penalties, interest, additions to tax and expenses) imposed by governmental entities, other than taxes on, or measured by, Sublandlord's net or gross income imposed by the United States or any political subdivision thereof, or by any other jurisdiction in which Sublandlord is resident by reason of Sublandlord's organization or place of management and control (collectively, "**Income Taxes**") (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities, excluding income taxes, being collectively called "**Taxes**").
- (ii) Guarantors shall pay any present or future stamp or documentary taxes, intangible taxes or any other sales, excise or property taxes, charges or similar levies which arise from any payment made with respect to this Guaranty or a Sublease (if a Sublease is assumed by one or more Guarantors pursuant to Section 5), other than Income Taxes (collectively, "**Other Taxes**").
- (iii) If Guarantors shall be required by law to deduct or withhold any Other Taxes from or in respect of any sum payable hereunder to Sublandlord, then: (a) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8(iii) (a)) Sublandlord shall receive an amount equal to the sum Sublandlord would have received had no such deductions been made; (b) A Guarantor shall make such deductions; (c) Guarantors shall pay the full amount deducted to the relevant taxation,

or other, authority in accordance with applicable law; and (d) within ten (10) days after the date of such payment, Guarantors shall furnish to Sublandlord the original or a certified copy of a receipt evidencing such payment.

- (iv) Each Guarantor agrees to indemnify, defend and hold Sublandlord, its successors and assigns, harmless from and against the full amount of Other Taxes (including any Other Taxes on amounts payable under this Section 8(iv)) paid by Sublandlord with respect to any payment made by a Guarantor under this Guaranty, whether or not such Other Taxes were correctly or legally asserted. This indemnification obligation shall begin to accrue the date Sublandlord makes written demand therefor.
- (v) If a Guarantor makes an additional payment to, or for the account of, Sublandlord pursuant to Sections 8(ii), (iii) or (iv), Guarantors shall pay to Sublandlord an amount equal to any increase in the Income Taxes, which Sublandlord certifies in good faith resulted or will result (after due consideration of any related tax benefits) from any additional payment by a Guarantor under Section 8(ii), (iii) or (iv) and any payment by a Guarantor under this Section 8(v).
- (vi) Without prejudice to the survival of any other agreement or obligation of Guarantors under this Guaranty, the agreements and obligations of Guarantors under this Section 8 shall survive so long as any relevant limitations period with respect to any Tax or Other Tax remains open, without giving any effect to any agreement to the extension or waiver of the applicable statute of limitations or for fraud.

9. Cure. In the event a Guarantor shall pay any charge payable under a Sublease or shall perform or observe any covenant in a Sublease on the part of a Subtenant to be paid, performed or observed, as applicable, Sublandlord shall be deemed to and does hereby accept such payment, performance or observance, as applicable, as remedying the non-payment, non-performance or non-observance of the applicable covenant under the Sublease on the part of the Subtenant to be paid, performed or observed, as applicable.

10. Waiver of Rights Against Subtenant. To the fullest extent permissible by law, each Guarantor hereby irrevocably waives any claim or other rights that it may now or hereafter acquire against a Subtenant that arises from the existence, payment, performance or enforcement of a Guarantor's Obligations under this Guaranty or any other documents executed in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Sublandlord against a Subtenant, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from a Subtenant, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right. If any amount shall be paid to a Guarantor in violation of the preceding sentence at any time prior to the indefeasible cash payment in full of all amounts payable under this Guaranty, such amount shall be held in trust for the benefit of Sublandlord and shall forthwith be paid to Sublandlord to be credited and applied to all amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of a Sublease and this Guaranty, or to be held as collateral for any amounts payable under this Guaranty thereafter arising. Each Guarantor acknowledges that it has and will receive direct and indirect benefits from the Sublease and that the waiver set forth in this subsection is knowingly made in contemplation of such benefits.

11. Amendments in Writing. No amendment of this Guaranty shall be effective unless the same shall be in writing and signed by Sublandlord and Guarantor. No waiver of any provision of this Guaranty nor consent to any departure by a Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Sublandlord, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No delay on the part of Sublandlord in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights and no notice to or demand on a Guarantor shall be deemed to be a waiver of the Obligations of Guarantors or of the right of Sublandlord to take further action without notice or demand.

No amendments to this document shall be effective without the consent of the Lender and HUD. For purposes of effecting this provision, the Lender and HUD are made third party beneficiaries of this Section 11. HUD's consent shall no longer be required once HUD no longer holds or insures any loan secured by a Facility.

12. Cumulative Remedies. All rights and remedies of Sublandlord under this Guaranty shall be cumulative and may be exercised singly or concurrently.

13. Estoppel Certificate. Each Guarantor agrees that it will, at any time and from time to time, within ten (10) days following request by Sublandlord, or by a Facility Landlord, or a Lender, execute and deliver to the requesting party a statement certifying that this Guaranty is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified and stating such modifications). Any such certificate required pursuant to this Section 13 shall be prepared by the requesting party and delivered to such Guarantor for its execution and delivery.

14. Successors and Assigns. This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until payment, performance and/or observance in full of the obligations and all other amounts payable under this Guaranty, (ii) be binding upon each Guarantor, its successors and assigns, and (iii) inure to the benefit of and be enforceable by Sublandlord and its successors, transferees and assigns or by any person to whom Sublandlord's interest in a Sublease may be assigned. Wherever in this Guaranty reference is made to Sublandlord or Subtenant, the same shall be deemed to refer also to the then successor or assign of Sublandlord or Subtenant.

15. Governing Law. This Guaranty shall be governed by the laws of the State of [Insert governing law from Master Lease] without giving effect to conflicts of laws principles.

16. Partial Invalidity. If any term, covenant, condition or provision of this Guaranty or the application thereof to any circumstance or to a Guarantor shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Guaranty or the application thereof to any circumstances or to a Guarantor other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of each, shall not be affected thereby and each remaining term, covenant, condition and provision of this Guaranty shall be valid and shall be enforceable to the fullest extent permitted by law.

17. Headings; Construction. The headings used in this Guaranty are for convenience only and are not to be considered in connection with the interpretation or construction of this Guaranty. This Guaranty shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared and drafted by counsel for one of the parties, it being recognized that both Guarantors and Sublandlord were represented by counsel and each have contributed substantially and materially to the preparation of this Guaranty. All uses of the word “including” shall mean “including, without limitation” unless the context shall indicate otherwise. Unless otherwise specified, the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Guaranty shall refer to this Guaranty as a whole and not to any particular provision of this Guaranty. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. The use of the term Guarantor herein shall be deemed to mean each Guarantor, all Guarantors and any Guarantor, as the context may require, in order that each Guarantor and all of the Guarantors, collectively, and except as expressly provided herein, jointly and severally shall pay and perform each and every obligation, covenant, term, condition and provision hereof.

18. Statute of Limitation. Each Guarantor acknowledges that the statute of limitation applicable to this Guaranty shall begin to run only upon Sublandlord’s accrual of a cause of action against a Guarantor caused by a Guarantor’s failure to honor a demand for payment or performance hereunder made by Sublandlord in writing; provided, however, if, subsequent to the demand upon a Guarantor, Sublandlord reaches an agreement with a Subtenant or a Guarantor on any terms causing Sublandlord to forbear in the enforcement of its demand upon a Guarantor, the statute of limitation shall be reinstated and shall run for its full duration from such time that Sublandlord subsequently makes demand upon a Guarantor.

19. Entire Agreement; No Oral Representations Limiting Enforcement, Etc. This Guaranty together with the Subleases represents the entire agreement between the parties concerning the liability of Guarantor for the Obligations, and any oral statements regarding a Guarantor’s liability for the Obligation are merged herein. Each Guarantor understands that Sublandlord intends to rely upon and to enforce this Guaranty and that each Guarantor must not rely upon or believe that Sublandlord or any trustee, officer, director, agent, employee or representative of Sublandlord is authorized to make any statement or representation to the contrary. Sublandlord hereby disavows any such statement or representation by any person. Without limiting the foregoing, each Guarantor acknowledges Sublandlord’s intention to enforce this Guaranty to the fullest extent possible and each Guarantor acknowledges that Sublandlord has made no oral statements to Guarantors that could be construed as a waiver of Sublandlord’s right to enforce this Guaranty by all available legal means. Each Guarantor acknowledges that Guarantor has read each Sublease.

20. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, or when sent by nationally-recognized overnight carrier addressed as shown on Schedule C as attached hereto.

21. Intentionally Omitted.

22. Representation. Each Guarantor acknowledges that it has read and fully understands each and every term, covenant, condition and provision of this Guaranty and that each Guarantor was represented by competent counsel in the negotiation, execution and delivery of this Guaranty.

23. Joint and Several. Each party executing this Guaranty shall be jointly and severally liable hereunder as a Guarantor.

24. Intentionally Omitted.

25. Waiver of Right to Trial by Jury. Each Guarantor hereby agrees not to elect a trial by jury of any issue triable of right by jury and, to the fullest extent permissible by law, waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Guaranty or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by Guarantor and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Sublandlord is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by Guarantor.

26. Acknowledgment of Assignment. Each Guarantor acknowledges that this Guaranty is being assigned by Sublandlord to the Lender, its successors and assigns, as collateral to more fully secure the performance of Landlord's obligations to the Lender.

ATTACHED SCHEDULES. The following Schedules are attached to this Guaranty:

Schedule A: List of Guarantors, Facilities, and Facility Addresses


Schedule B: List of Landlord, Facilities, and Facility Addresses

Schedule C: Notice Addresses

* * *

IN WITNESS WHEREOF, each Guarantor has executed and delivered this Guaranty as of the date first above written.

GUARANTORS: _____



Schedule A
Guarantors, Facilities, and Facility Addresses

Schedule B
List of Landlord, Facilities, and Facility Addresses



Schedule C
Notice Addresses

If to Guarantor:

____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____

With a copy to:

____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____

If to Sublandlord:

____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____
Attention: ____ [Redacted] ____

And a copy to Facility Landlord:

____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____
Attention: ____ [Redacted] ____

And a copy to Lender:

____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____
Attention: ____ [Redacted] ____

And a copy to HUD:

____ [Redacted] ____
____ [Redacted] ____
____ [Redacted] ____
Attention: ____ [Redacted] ____
FHA Project Number: ____ [Redacted] ____