

Subordinate Cross-Default Guaranty of Subtenants
Section 232

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

OMB Approval No. 2502-0605
(exp. 03/31/2018)

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This Subordinate 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**” and collectively, the “**Guarantors**”), to and in favor of ___, a ___ (“**Affiliated Sublandlord**”) is made with respect to the following facts:

RECITALS:

A. WHEREAS, Affiliated Sublandlord is the tenant under that certain ___, dated as of ___ (the “**Affiliated Master Lease**”), pursuant to which Affiliated Sublandlord leases [skilled nursing facilities/assisted living facilities/board and care homes] from each of the entities identified as an Affiliated Facility Landlord on Schedule “B” attached hereto and incorporated herein (collectively, the “**Affiliated Landlord**” and individually, an “**Affiliated 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 entities identified as an Affiliated Subtenant on Schedule “B” (each, an “**Affiliated Subtenant**” and collectively, the “**Affiliated Subtenants**”) subleases from Affiliated Sublandlord that certain skilled nursing facility set forth opposite such Affiliated Subtenant’s name on Schedule “B” (each an “**Affiliated Facility**”), pursuant to a sublease ___ (each such sublease hereinafter referred to as an “**Affiliated Sublease**” and collectively, referred to as the “**Affiliated Subleases**”);

D. WHEREAS, each Guarantor has entered into a Healthcare Regulatory Agreement – Operator, between HUD and the respective Guarantor (each, a “**Subtenant Regulatory Agreement**” and collectively, the “**Subtenant Regulatory Agreements**”). As used herein, with respect to each Guarantor, the terms “**Healthcare Facility Working Capital**,” “**Loan Documents**,” “**AR Financing Documents**,” and “**Goods and Services**” shall have the meanings set forth in such Guarantor’s Subtenant Regulatory Agreement;

E. WHEREAS, Guarantors have entered into that certain Cross-Default Guaranty of Subtenants, dated as of even date herewith, as amended thereafter from time to time, in favor of

_____, a _____ (the “**Sublandlord**”) pursuant to which each Guarantor is jointly and severally liable with all of the other Guarantors for the obligations of each other Guarantor under such Guarantor’s sublease with the Sublandlord (the “**Senior Guaranty**”);

F. WHEREAS, the Affiliated Subtenants have entered into that certain Cross-Default Guaranty of Subtenants, dated as of even date herewith, as amended thereafter from time to time, in favor of Affiliated Sublandlord pursuant to which each Affiliated Subtenant is jointly and severally liable with all of the other Affiliated Subtenants for the obligations of each other Affiliated Subtenant under such Affiliated Subtenant’s sublease with the Affiliated Sublandlord (the “**Affiliated Senior Guaranty**”); and

G. 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 owners of facilities operated by the Guarantors and/or Affiliated Subtenants.

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

1. **Guaranteed Obligations.** Subject to Sections 27 and 28, each Guarantor hereby guarantees to Affiliated Sublandlord, its successors and assigns, the prompt payment when due and the full and faithful performance and observance by all Affiliated Subtenants in their respective capacities as subtenants under their respective Affiliated Subleases, of all of the terms, covenants, conditions, agreements, and obligations now or hereafter to be paid, performed, and/or observed by each Affiliated Subtenant as the subtenant under its respective Affiliated Sublease, in each case in strict accordance with the terms of the Affiliated Subleases (all such terms, covenants, conditions, agreements, and obligations being herein collectively referred to as the “**Affiliated Sublease Obligations**” and agrees to pay on demand any and all expenses (including reasonable counsel fees and disbursements) incurred by Affiliated Sublandlord in enforcing any rights under this Guaranty and under any and each Affiliated Sublease (collectively, “**Expenses**”); the Affiliated 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 an Affiliated Subtenant to Affiliated Sublandlord under its Affiliated Sublease but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding involving an Affiliated Subtenant.

2. **Guaranty.** Each Guarantor guarantees that the Affiliated Sublease Obligations will be paid, performed and observed strictly in accordance with the terms of the Affiliated Subleases. The Obligations of each Guarantor under this Guaranty are independent of the Affiliated Sublease Obligations. Subject to Sections 27 and 28, the liability of each Guarantor under this Guaranty shall not be affected, released, terminated, discharged or impaired, in whole or in part, by, and Affiliated 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 Affiliated Subleases or any other agreement or instrument relating thereto;

- (ii) any amendment, restatement, supplement, change or modification of the terms of any Affiliated 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 Affiliated Sublease on the part of an Affiliated 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 Affiliated Sublandlord with respect to a departure from, any term of an Affiliated Sublease, including, without limiting the generality of the foregoing, the waiver of any default by an Affiliated Subtenant, or the making of any other arrangement with, or the accepting of any compensation or settlement from, an Affiliated Subtenant or a Guarantor;
- (v) any failure or delay of Affiliated Sublandlord to exercise, or any lack of diligence in exercising, any right or remedy with respect to an Affiliated Sublease;
- (vi) any dealings or transactions between Affiliated Sublandlord and an Affiliated Subtenant or a Guarantor, whether or not Guarantor shall be a party to or cognizant of the same;
- (vii) the exercise of any right or remedy under an Affiliated Sublease, or the obtaining of any judgment against an Affiliated 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 an Affiliated Subtenant or a Guarantor;
- (ix) any exchange surrender or release, in whole or in part, of any security which may be held by Affiliated Sublandlord at any time for or under an Affiliated Sublease or in respect of the Obligations;
- (x) any other guaranty now or hereafter executed by an Affiliated Subtenant, 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 an Affiliated Sublease on the part of an Affiliated Subtenant or a Guarantor to be paid, performed or observed, as applicable, whether by operation of law or otherwise;
- (xi) any rights, powers or privileges Affiliated Sublandlord may now or hereafter have against any person, entity or collateral in respect of the Obligations;
- (xii) Affiliated Sublandlord's consent to any assignment or successive assignments of the Affiliated Sublease by the applicable Affiliated Subtenant;
- (xiii) the failure to give an Affiliated Subtenant or 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 an Affiliated Subtenant or a Guarantor, or vary the risk of an Affiliated Subtenant or 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 an Affiliated Sublease, or the obtaining of any judgment against an Affiliated Subtenant or a Guarantor, or the taking of any action to enforce the same;

all from time to time before or after any default by an Affiliated Subtenant under an Affiliated 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 Affiliated Sublandlord hereunder shall continue with respect to, any Obligation (or portion thereof) at any time paid by an Affiliated Subtenant or a Guarantor which shall thereafter be required to be restored or returned by Affiliated Sublandlord upon the insolvency, bankruptcy or reorganization of an Affiliated Subtenant or a Guarantor, 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 Affiliated Subtenant or a Guarantor, (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) 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 an Affiliated Subtenant or a Guarantor of the Obligations which a Guarantor is called upon to pay or perform under this Guaranty, (vi) 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, (vii) 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, (viii) 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 (ix) any right or claim of right to cause a marshalling of the assets of an Affiliated Subtenant.

5. Bankruptcy. Without limiting a Guarantor’s Obligations elsewhere under this Guaranty, if an Affiliated Subtenant, or an Affiliated Subtenant’s trustee, receiver or other officer with similar powers with respect to an Affiliated Subtenant, rejects, disaffirms or otherwise terminates an Affiliated Subtenant’s Affiliated Sublease pursuant to any bankruptcy, insolvency, reorganization, moratorium or any other law affecting creditors’ rights generally, at Affiliated 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 Affiliated Sublease is deemed effective, but subject to Sections 27 and 28 hereof, all Obligations and liabilities of the Affiliated Subtenant under the Affiliated Sublease to the same extent as if such Guarantors had been originally named instead of the Affiliated Subtenant as a party to the Affiliated Sublease and the Affiliated Sublease had never been so rejected, disaffirmed or otherwise terminated.

Subject to Sections 27 and 28 hereof, 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 Affiliated Sublandlord which may have theretofore accrued or which may thereafter accrue against the Affiliated Subtenant on account of any default under the Affiliated Sublease, notwithstanding that such defaults existed prior to the date a Guarantor was deemed to have automatically assumed the Affiliated Sublease or that such rights or remedies are unenforceable against the Affiliated Subtenant by reason of such rejection, disaffirmance or other termination. Each Guarantor shall confirm such assumption at the request of Affiliated 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 an Affiliated Sublease, shall have all of the rights of the Affiliated Subtenant under the Affiliated 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 an Affiliated 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 Affiliated Sublease on the part of an Affiliated 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 Affiliated Sublease, Guarantors hereby expressly waiving any such demand or notice. Subject to Sections 27 and 28 hereof, Affiliated Sublandlord may commence any action or proceeding based upon this Guaranty directly against any or all Guarantors without making any Affiliated 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 an Affiliated Subtenant or in separate actions, as often as Affiliated 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 Affiliated Sublandlord, on demand by Affiliated Sublandlord, and at the address identified in the Affiliated Sublease. All payments by Guarantors shall be made for the benefit of Affiliated Sublandlord in accordance with the terms herein set forth without setoff or counterclaim. Affiliated Sublandlord hereby directs Guarantors to make all payments under this Guaranty with respect to any Facility directly to the Lender associated with the Affiliated Landlord unless and until said Lender directs Guarantors otherwise.

8. **Taxes.**

(i) Any and all payments made by Guarantors hereunder or under an Affiliated Sublease (if an Affiliated 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, Affiliated Sublandlord's net or gross income imposed by the United States or any political subdivision thereof, or by any other jurisdiction in which Affiliated Sublandlord is resident by reason of Affiliated 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 an Affiliated Sublease (if an Affiliated 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 Affiliated 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)) Affiliated Sublandlord shall receive an amount equal to the sum Affiliated Sublandlord would have received had no such deductions been made; (b) Guarantors 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 Affiliated Sublandlord the original or a certified copy of a receipt evidencing such payment.

(iv) Each Guarantor agrees to indemnify, defend and hold Affiliated 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 Affiliated 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 Affiliated Sublandlord makes written demand therefor.

(v) If a Guarantor makes an additional payment to, or for the account of, Affiliated Sublandlord pursuant to Sections 8(ii), (iii) or (iv) hereof, Guarantors shall pay to Affiliated Sublandlord an amount equal to any increase in the Income Taxes, which Affiliated 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 an Affiliated Sublease or shall perform or observe any covenant in an Affiliated Sublease on the part of an Affiliated Subtenant to be paid, performed or observed, as applicable, Affiliated 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 Affiliated Sublease on the part of the Affiliated Subtenant to be paid, performed or observed, as applicable.

10. **Waiver of Rights Against Affiliated 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 an Affiliated 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 Affiliated Sublandlord against an Affiliated 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 an Affiliated 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 Affiliated Sublandlord and shall forthwith be paid to Affiliated Sublandlord to be credited and applied to all amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of an Affiliated 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 Affiliated 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 Affiliated Sublandlord and Guarantors. 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 Affiliated 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 Affiliated 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 Affiliated Sublandlord to take further action without notice or demand.

No amendments to this document shall be effective without the consent of the Lender associated with the facilities operated by the Guarantors, the Lender associated with the Affiliated Landlord, 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 Affiliated 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 Affiliated Sublandlord, or by an Affiliated 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 Affiliated Sublandlord and its successors, transferees and assigns or by any person to whom Affiliated Sublandlord's interest in an Affiliated Sublease may be assigned. Wherever in this Guaranty reference is made to Affiliated Sublandlord or Affiliated Subtenant, the same shall be deemed to refer also to the then successor or assign of Affiliated Sublandlord or Affiliated Subtenant.

15. **Governing Law.** This Guaranty shall be governed by the laws of the State of [Insert governing law from the Master Lease affecting the facilities the Guarantors are subleasing] 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 Affiliated 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 Affiliated 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 Affiliated Sublandlord in writing; provided, however, if, subsequent to the demand upon a Guarantor, Affiliated Sublandlord reaches an agreement with an Affiliated Subtenant or a Guarantor on any terms causing Affiliated 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 Affiliated Sublandlord subsequently makes demand upon a Guarantor.

19. **Entire Agreement; No Oral Representations Limiting Enforcement, Etc.** This Guaranty together with the Affiliated 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 Affiliated Sublandlord intends to rely upon and to enforce this Guaranty and that each Guarantor must not rely upon or believe that Affiliated Sublandlord or any trustee, officer, director, agent, employee or representative of Affiliated Sublandlord is authorized to make any statement or representation to the contrary. Affiliated Sublandlord hereby disavows any such statement or representation by any person. Without limiting the foregoing, each Guarantor acknowledges Affiliated Sublandlord's intention to enforce this Guaranty to the fullest extent possible and each Guarantor acknowledges that Affiliated Sublandlord has made no oral statements to Guarantors that could be construed as a waiver of Affiliated Sublandlord's right to enforce this Guaranty by all available legal means. Each Guarantor acknowledges that Guarantor has read each Affiliated 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.**

24. **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. Affiliated 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 Affiliated Sublandlord to the Lender associated with the Affiliated Landlord, its successors and assigns, as collateral to more fully secure the performance of Affiliated Landlord's obligations to said Lender.

27. **Subordination.** Notwithstanding any other provision in this Guaranty, payments made by each respective Guarantor pursuant to this Guaranty shall be made only from and to the extent of such Guarantor's positive Healthcare Facility Working Capital after (i) making payments required to be made under the Loan Documents; (ii) making payments pursuant to any of the AR Financing Documents; (iii) making payments for Goods and Services; and (iv) making any payments pursuant to the Senior Guaranty. Furthermore, before exercising its rights under this Subordinate Cross-Default Guaranty, Affiliated Sublandlord agrees to cure any breach or default under an Affiliated Sublease with the positive Healthcare Facility Working Capital of Affiliated Subtenants.

28. **HUD Consent Required.** Notwithstanding anything to the contrary in this Guaranty, neither Affiliated Sublandlord nor its successors and assigns shall take any action to enforce this Guaranty without the prior written consent of HUD.

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

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

Schedule B: List of Affiliated Landlords, Affiliated Subtenants, Affiliated 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:

By: _____
Name: _____
Title: _____

Schedule A

List of Guarantors, Guarantor Landlords, and Facilities

GUARANTOR	GUARANTOR LANDLORD	FACILITY NAME	FACILITY ADDRESS

Schedule B

Affiliated Facility Landlords, Affiliated Subtenants, and Affiliated Facilities

AFFILIATED FACILITY LANDLORD	AFFILIATED SUBTENANT	AFFILIATED FACILITY NAME	AFFILIATED FACILITY ADDRESS

Schedule C
Notice Addresses

If to Affiliated
Subtenant:

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

If to Guarantor:

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

With a copy to:

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

If to Affiliated
Sublandlord:

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

And a copy to Affiliated
Facility Landlord:

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

And a copy to Lender:

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

And a copy to HUD: U.S. Department of Housing and Urban Development
c/o Office of Healthcare Programs
451 7th Street, S.W.
Washington, DC 20410