

**Termination and  
Release of 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  
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**Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

This Termination and Release of Cross-Default Guaranty of Subtenants (this "**Release**") is made as of \_\_\_\_\_, 20\_\_\_\_, (the "**Effective Date**") by and between \_\_\_\_\_, each a Guarantor (collectively, the "**\_\_\_\_ Guarantors**") and \_\_\_\_\_ (each of the \_\_\_\_\_ Guarantors and \_\_\_\_\_ individually a "**Subtenant**" or "**Guarantor**," and collectively the "**Subtenants**" or "**Guarantors**") and \_\_\_\_\_ ("**Sublandlord**").

**RECITALS:**

A. Sublandlord and Guarantors entered into that certain Cross-Default Guaranty of Subtenants dated as of \_\_\_\_\_ (the "**Guaranty**") whereby each Guarantor guaranteed the payment and performance of each other Guarantors' obligations under that certain HUD Master Lease dated as of \_\_\_\_\_ (the "**Original Lease**"), as amended by \_\_\_\_\_ to HUD Master Lease, dated as of \_\_\_\_\_ (the "**\_\_\_\_ Amendment**"), and collectively with the Original Lease, the \_\_\_\_\_ Amendment, (the "**Master Lease**") by and among each \_\_\_\_\_, collectively as landlords ("**Landlords**"), and Sublandlord, as tenant.

B. Pursuant to the \_\_\_\_\_ Amendment, the Facilities subleased by the \_\_\_\_\_ Guarantors are being released from the Master Lease by Sublandlord's respective Facility Landlord for each such Facility.

C. As a result of the release of the Facilities subleased by the \_\_\_\_\_ Guarantors from the Master Lease, Sublandlord is willing to terminate and release the Guarantors from the Guaranty, subject to the approval of Mortgagee and HUD.

D. Mortgagee and HUD have agreed to consent to the termination and release of each Guarantor's obligations under the Guaranty, contingent upon Sublandlord receiving an executed subordinate guaranty of the Master Lease, in form and substance satisfactory to Mortgagee and HUD, from the \_\_\_\_\_ Guarantors.

E. Capitalized words and terms used, but not defined, in this Amendment shall have the meanings ascribed thereto in the Guaranty.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true, accurate and are incorporated herein by reference.

2. TERMINATION AND RELEASE. As of the Effective Date, Sublandlord and Guarantors terminate the Guaranty and the Guaranty shall be of no further force or effect. Sublandlord releases and forever discharges Guarantors and Guarantors' successors and assigns from any and all obligations, duties or liabilities under the Guaranty, except for: (a) such obligations, duties or liabilities that by the terms of the Guaranty survive the expiration or termination of the Guaranty, and (b) such obligations, duties or liabilities incurred by any Guarantor under the terms of the Guaranty prior to the Effective Date. Guarantors releases and forever discharges Sublandlord and the Sublandlord's successors and assigns from any and all obligations, duties or liabilities under the Guaranty, except for: (a) such obligations, duties or liabilities that by the terms of the Guaranty survive the expiration or termination of the Guaranty, and (b) such obligations, duties or liabilities incurred by Sublandlord under the terms of the Guaranty prior to the Effective Date.

**(Signature page follows)**

IN WITNESS WHEREOF, Guarantors and Sublandlord have caused this Release to be duly executed, as of the day and year first set forth above.

**GUARANTORS:**

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**SUBLANDLORD:**

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**CONSENT OF LANDLORDS**

\_\_\_\_\_ hereby consent to this Termination and Release of Guaranty of Subtenants and agree to be bound thereby.

**LANDLORD:**

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

\_\_\_\_\_ successor in interest to \_\_\_\_\_ hereby consents to this Termination and Release of Cross-Default Guaranty of Subtenants.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT OF HUD**

The Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, hereby consents to this Termination and Release of Cross-Default Guaranty of Subtenants.

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner

By: \_\_\_\_\_  
Name: Authorized Agent

\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_