

UNCONDITIONAL GUARANTEE OF PAYMENT

*EACH FACILITY APPLYING FOR A CHANGE OF LICENSED OPERATOR MUST PROVIDE THIS GUARANTEE

TO: AGENCY FOR HEALTH CARE ADMINISTRATION

1. For Valuable Consideration, the undersigned _____
GUARANTOR (purchaser of the facility)

Jointly and severally unconditionally guarantees and promises to pay to the State of Florida, Agency for Health Care Administration, (the Agency) the following sums, which may at any time, be due to the Agency.

All liabilities of _____
(Transferor = the sellers of the facility)

to the Agency readily identifiable by the Guarantor 90 days in advance of the transfer as provided in Section 400.179, Florida Statutes, collectively referred to as the "Guaranteed Debt". Guarantor agrees that although the Agency may not have made a final determination of the amount due from the Transferor, all sums due to the Agency resulting from the Fair Rental Value System indexing recapture or depreciation recapture upon change of ownership or from any adjustments that should be made based upon any outstanding audits of cost reports previously submitted by the Transferor are liabilities that are readily ascertainable by the Guarantor 90 days in advance of the transfer and thus included in the Guaranteed Debt. All retro-active rate adjustments now or hereinafter determined to be due are part of the Guaranteed Debt.

2. Guarantor hereby further unconditionally guarantees timely payment of the Guaranteed Debt, or any part thereof, upon the Agency's determination that it is due.

3. In addition, guarantor fully warrants the truth and accuracy of all representations set forth in the financial statements of Guarantor submitted with this Unconditional Guarantee of payment. Guarantor acknowledges that said financial statements were delivered in connection herewith to induce the debt guaranteed hereby. Guarantor further acknowledges that the Agency has relied upon the accuracy of Guarantor's financial statements in allowing the Guaranteed Debt to be incurred by the Transferee.

4. The obligation of the Guarantor hereunder is primary joint and several and independent of the obligation of any and every other guarantor or against any one or more guarantor whether or not an action for payment of the Guaranteed Debt is brought against the Transferor, the Transferee or other guarantor, and whether or not the Transferor, transferee or any other guarantor be joined in such action or actions. Guarantor hereby irrevocably consents to the jurisdiction of any state or other jurisdiction over these persons and the subject matter of any dispute wherein the Agency may be attempting to enforce any of the obligations guaranteed hereby against any other person party or guarantor.

5. Guarantor authorizes the Agency, without notice or demand and without affecting their liability hereunder, from time to time to: (a) renew, compromise, extend, accelerate, reduce the amount of, change the time for payment of or otherwise change the terms of the Guaranteed Debt; (b) take and hold security for the payment of the Guarantee or the Guaranteed Debt, including a security interest is hereby granted; and exchange, enforce, waive or release any such security; (c) apply such security right of set off and direct the order or manner of application thereof as the Agency in its discretion may determine; (d) release or substitute the transferor, transferee or any one or more of the guarantors; and (e) assign this guarantee in whole or part.

6. Guarantor hereby waives the benefit of any defense against the enforcement of this guarantee or any of them or any defense which the Transferor or Transferee might have against the Agency, its predecessor or successor in interest under the Guaranteed Debt (except such defenses as by law cannot be expressly waived), including without limitation: (i) any right to require the Agency to (1) proceed against the Transferor or Transferee (ii) proceed against or exhaust any security or right of setoff, (iii) proceed against any other Guarantor, or (iv) pursue any other remedy in the Agency's power whatsoever; (b) any defense arising by reason of any disability or their defense of the Transferor or Transferee or by reason of the cessation from any cause whatsoever (other than payment in full) of the Guaranteed Debt; and (c) all rights and/or privileges Guarantor might otherwise have to require the Agency to pursue any other remedy available to the Agency in any particular manner or order under the legal or equitable doctrine or principle of marshaling and/or

suretyship and further agrees that the Agency may proceed against any or all security or right of set off in such order and manner as the Agency in its sole discretion may determine.

7. Guarantor shall have no right of subrogation, and hereby waives any right to participate in any security or right of setoff now or hereafter held by the Agency. Guarantor hereby waives all presentments, demands for performance, notices of dishonor, notice of acceptance of this guarantee and all other notices whatsoever.

8. Any indebtedness of the Transferor, Transferee or other guarantor now or hereafter held by Guarantor is hereby subordinated to the indebtedness of the Transferor or Transferee under the Guaranteed Debt or to the Agency. Any such indebtedness of the Transferor or Transferee to Guarantor, if the Agency so requests, shall be collected, enforced and received by Guarantor as trustee for the Agency and be paid over to the Agency on account of the obligations guaranteed hereby without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guarantee.

9. It is not necessary for the Agency to inquire into the powers of Transferee or its officers, directors, partners, or agents acting or purporting to act on its behalf, and the guarantor shall be liable for the Guaranteed Debt in accordance with its terms notwithstanding any lack of authorization or defect in execution or delivery by Transferee.

10. Grantor agrees to pay all of the Agency's reasonable attorney's fees and other costs and expenses which may be incurred by the Agency in the enforcement of this guarantee.

11. This Guarantee shall apply to the parties hereto and their successors and assigns according to the context hereof and without regard to the number or gender of words or expressions used herein.

12. Guarantor hereby agrees to indemnify and hold harmless the Agency from any loss, cause of action, claim, cost expense or fee (including but not limited to attorney's fees) suffered or occasioned by the failure of Transferor or Transferee to pay the guaranteed Debt in full. The obligations of guarantor under this section shall be independent, primary, joint and several obligations of Guarantor hereunder. The agreement to indemnify the Agency contained in this section shall be enforceable notwithstanding the invalidity or unenforceability of the Guaranteed Debt or such other documents contemplated thereby or any of them or the invalidity or unenforceability of any other section or sections contained herein.

IN WITNESS WHEREOF, the undersigned guarantor has executed the guarantee this _____ day of _____, 20____.

TWO WITNESSES:

GUARANTOR:

Address

City/State/Zip

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, who is personally known to me or he/she has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public

My commission expires: _____