

**Rider to Intercreditor Agreement Section 232**

**U.S. Department of Housing and Urban Development Office of Healthcare Programs**

OMB Approval No. 9999-9999 (exp. mm/dd/yyyy)

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**RIDER TO INTERCREDITOR AGREEMENT**

This RIDER TO INTERCREDITOR AGREEMENT (this "Rider"), is dated entered into as of \_\_\_\_\_, 2008, and is made the day of \_\_\_\_\_, 20\_\_\_\_, by and among (i) \_\_\_\_\_, a \_\_\_\_\_, with a place of business at \_\_\_\_\_ ("AR Lender"), (ii) \_\_\_\_\_, a \_\_\_\_\_, with a place of business at \_\_\_\_\_ ("FHA Mortgagee"), (iii) \_\_\_\_\_, ("Mortgagor" or "Lessor"), and (iv) \_\_\_\_\_, ("jointly and severally, each a "Operator" or "Lessee" and together the "Lessees"). AR Lender, FHA Mortgagee, Lessor and Lessee are sometimes referred to in this Agreement Rider individually as a "Party" and collectively as the "Parties".

This Rider is attached to and made a part of that certain Intercreditor Agreement of even date herewith among AR Lender, FHA Mortgagee, Lessor, and Lessee (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), and amends and/or supplements the Intercreditor Agreement. In the event of a conflict between the terms of this Rider and the AR Lender Loan Agreement Documents, the Intercreditor Agreement, the Lease and/or any other applicable documents, the terms of this Rider shall govern and control. Capitalized terms used herein but not defined shall have the meanings set forth in the Intercreditor Agreement.

1. Lessee operates the facility set forth beside Lessee's name Facility identified on Schedule 2 to the Intercreditor Agreement. Lessee is willing to has granted or will grant a security interest in its accounts, accounts receivable Accounts, Deposit Accounts and certain other assets to FHA Mortgagee and the U.S. Department of Housing and Urban Development ("HUD") (collectively, the "Senior Secured Parties") to secure the obligations of Lessee under the Lease with Lessor and the obligations of Lessee to Senior Secured Parties under pursuant to a Lessee Security Agreement executed by Lessee in favor of Senior Secured Parties (the

"Lessee Security Agreement") in connection with ~~a mortgage loan~~ one or more HUD Loans provided by Lessor by FHA Mortgagee and insured by HUD (each, a "Mortgagee" "HUD Loan"-(s)").

~~2. AR Lender consents to such security interest notwithstanding any prohibition on such security interest set forth in the AR Lender Loan Documents, provided that the Lessee Security Agreement between Lessee and Senior Secured Parties shall provide, *inter alia*, that the Senior Secured Parties' security interest in all healthcare insurance receivables including, but not limited to, Medicaid and Medicare receivables, Veterans Administration or other governmental receivables, private patient receivables, and HMO receivables, will be junior to that of AR Lender (collectively "Accounts Receivable"); provided however, that upon indefeasible payment in full of the AR Lender Loan, Senior Secured Parties shall have first priority lien rights in all Accounts Receivable of Lessee. Furthermore, FHA Mortgagee's security interest in the FHA Mortgagee's Priority Collateral will at all times be superior to that of AR Lender, provided however, AR Lender shall have the absolute and unconditional ability to utilize the FHA Mortgagee's Priority Collateral solely to the extent necessary to exercise any of AR Lender's rights and/or remedies (including without limitation billing and collecting Lessee's accounts receivable and other assets comprising AR Lender Priority Collateral) under the AR Lender Loan Documents.~~

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2. AR Lender consents to the Lessee Security Agreement notwithstanding any provisions of the AR Lender Loan Documents. The Intercreditor Agreement sets forth the relative priorities of AR Lender and the Senior Secured Parties in and to the assets of Lessee.

3.- Subject to the provisions of Section 4 below, Lessee agrees that  ~~funds received by Lessee from the AR Lender ("AR Loan Advances") shall be utilized (i) first, to pay current debt service obligations of Lessee to AR Lender with respect to the Facility, (ii) second, to pay Lessee's costs of operations with respect to the Facility including, but not limited to, rent and all other payment obligations due under its the Lease with Landlord, payroll and payroll taxes, ordinary maintenance and repairs and management fees ("Current Operating Costs") and (iii) after the payment of Current Operating Costs, subject to applicable restrictions in the AR Lender Loan Documents and Lessee Regulatory Agreement, AR, AR Loan Advances may be distributed to Lessee's shareholders, partners, members or owners, as the case may be. - Notwithstanding anything to the contrary herein (but subject to any limitations in the AR Lender Loan Documents), any distributions made by Lessee to Lessee's shareholders, partners, members or owners, as the case may be, shall be permitted to the extent, and only to the extent, that, as of the date of any such distribution, (i) all of Lessee's debt service obligations are current, (ii) all of Lessee's Current Operating Costs are current such that there is no amount thereof which is past due and (iii) there exists no defaults under the AR Lender Loan Documents or the HUD Loan Documents.~~

[Version A.1 of Section 4 (~~Lockbox Agreement~~ - (No Lessee Designated Account) use only one]

4. Lessee and AR Lender agree and certify to the existence of a Lockbox Agreement (as defined in the AR Lender Loan Agreement). Lessee and AR Lender lockbox agreements,

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deposit account control agreements or like agreements with depository banks relating to Lessee's deposit accounts. Lessee and AR Lender agree that AR Lender shall, on the eighth (8<sup>th</sup>) day of each calendar month (provided that if such day is not a Business Day (as defined in the AR Loan Agreement), then on the immediately preceding Business Day) disburse, by wire transfer of immediately available funds as a Revolving AR Loan Advance (to the extent of available funds therein/therefor) to the account of FHA Mortgagee designated in writing by FHA Mortgagee to AR Lender, an amount equal to the sum of (i) the aggregate base rent payable under the Leases/Lease for such month, (ii) taxes and insurance due and owing with respect to/under the Leases/Lease for such month, and (iii) deposits to escrows and/or reserves required under the Leases/Lease (collectively, "Current Lease Costs") as designated in writing to AR Lender by FHA Mortgagee. AR Lender agrees that it shall make such disbursement in accordance with the provisions of the foregoing sentence unless (a) there is not sufficient availability under and in accordance with the AR Lender Loan Documents, (ii) such Revolving Loan exceeds the Borrowing Base (as defined in the AR Lender Loan Documents) requirements set forth under the AR Lender Loan Agreement, or (iii) a Default or (b) a default or Event/event of Default/default shall exist or be continuing (as such terms are defined in/under the AR Lender Loan Documents)/Agreement. AR Lender's obligation to make each such Revolving Loans/AR Loan Advance is subject to (i) AR Lender's receipt of a Borrowing Certificate (as defined in the AR Lender Loan Agreement) and (ii) the satisfaction of the other/all conditions precedent of the applicable provisions of thereto as set forth in the AR Lender Loan Agreement and in accordance with the terms hereof/Documents. After payment of the Current Lease Costs and subject to applicable restrictions in the AR Lender Loan Documents, any remaining Revolving/AR Loan Advances may be distributed to/made as directed by Lessee. FHA Mortgagee agrees to apply same to payments so received on account of Current Lease Costs toward payment of Lessor's monthly debt service obligation under the Mortgage/HUD Loan(s) and to fund applicable impound/escrow and reserve requirements, with the balance (if any) remaining of the payment so collected, if any, to be remitted by FHA Mortgagee to Lessor within two (2) Business Days of promptly after receipt by FHA Mortgagee. - Notwithstanding anything herein or in the Intercreditor Agreement (whether express or implied) to the contrary, Senior Secured Parties, Lessee and Lessor acknowledge and agree that (x) AR Lender shall have no liability to any Senior Secured Parties, Lessee or Lessor for computation or verification of the Current Lease Costs and (y) none of Senior Secured Parties nor Lessor shall be deemed to be a third party beneficiary of any financing relationship between Lessee and AR Lender, and Senior Secured Parties and Lessor hereby expressly waive and relinquish their respective rights to claim otherwise. Notwithstanding anything herein or in the Intercreditor Agreement (whether express or implied) to the contrary, to the extent FHA Mortgagee receives Current Lease Costs or the proceeds thereof, FHA Mortgagee shall be entitled to retain the same and shall not be required to hold the same in trust or to disgorge the same to AR Lender, irrespective of whether the same constitutes proceeds of AR Lender Priority Collateral. The signatures of Lessor and Lessee below shall confirm their respective agreement to the collection, payment and disbursement of the amounts set forth herein.

[Version ~~B2~~ of Section 4 (~~(No Lessee Designated Account (GE))~~) use only one]

4. Lessee and AR Lender agree and certify to the existence of a Lockbox Agreement or Deposit Account Control Agreement (as defined in the AR Lender Loan Agreement). Upon the

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~~following, in each case, (i) AR Lender's receipt from Lessee of a "Notice of Borrowing" (as defined under and in accordance with the AR Lender Loan Agreement; such notice hereinafter referred to as a "**Rent Payment Request**") and (ii) the satisfaction of all requirements set forth under the AR Lender Loan Agreement, AR Lender agrees to disburse as an AR~~

~~4. Lessee and AR Lender agree and certify to the existence of lockbox agreements, deposit account control agreements or like agreements with AR Lender relating to Lessee's deposit accounts. Upon, in each case, (A) AR Lender's receipt of a request for an AR Loan Advance from Lessee in accordance with the AR Lender Loan Agreement and (B) the satisfaction of all applicable requirements, conditions, and provisions set forth in the AR Lender Loan Agreement, AR Lender agrees to disburse as an AR Loan Advance, by wire transfer of immediately available funds or by direct deposit, the amount so requested into an account designated by Lessee. Nothing in this Rider shall be construed to require AR Lender to continue to make AR Loan Advances following AR Lender's demand for payment in full of all amounts due under the AR Lender Loan pursuant to the AR Lender Loan Documents. In accordance with the terms of the Lease, Lessee shall pay monthly from an AR Loan Advance and/or from other funds of Lessee any and all amounts due under the Lease on or before the date when due, including, without limitation (i) the base rent payable under the Lease, (ii) taxes and insurance due and owing under the Lease, and (iii) deposits to escrows and/or reserves required under the Lease (collectively, "**Current Lease Costs**"). Payment made pursuant to the preceding sentence shall be either (a) paid directly to FHA Mortgagee to the extent of the amount of Lessor's monthly debt service obligation under the Mortgage Loan and to fund applicable escrow and reserve requirements, with the balance (if any) of the Current Lease Costs to be remitted to Lessor or (b) made to an account in the name of Lessor that is not required to be (and in fact is not) pledged as collateral to AR Lender pursuant to the AR Lender Loan Documents. Lessor and Lessee agree to the transfer, payment and disbursement of the amounts set forth herein. Notwithstanding anything herein or in the Intercreditor Agreement (whether express or implied) to the contrary, Senior Secured Parties, Lessor and Lessee acknowledge and agree that (x) AR Lender shall have no liability to Senior Secured Parties, Lessee or Lessor for computation or verification of the Current Lease Costs, (y) AR Lender shall have no liability to Senior Secured Parties or Lessor for AR Lender's refusal to honor Lessee's request for any AR Loan Advance and (z) none of Senior Secured Parties nor Lessor shall be deemed to be a third party beneficiary of any financing relationship between Lessee and AR Lender, and Senior Secured Parties and Lessor hereby expressly waive and relinquish their respective rights to claim otherwise. Notwithstanding anything herein or in the Intercreditor Agreement (whether express or implied) to the contrary, to the extent FHA Mortgagee receives Current Lease Costs or the proceeds thereof, FHA Mortgagee shall be entitled to retain the same and shall not be required to hold the same in trust or to disgorge the same to AR Lender, irrespective of whether the same constitutes proceeds of AR Lender Priority Collateral.~~

~~[Version 3 of Section 4 – (with Rent Designated Account) use only one]~~

~~4. Lessee and AR Lender agree and certify to the existence of lockbox agreements, deposit account control agreements or like agreements with depository banks relating to Lessee's deposit accounts. Upon, in each case, (A) AR Lender's receipt of a request in respect of payment of rent for an AR Loan Advance from Lessee in accordance with the AR Lender Loan Agreement (each such notice hereinafter referred to as a "**Rent Payment Request**") and (B) the~~

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satisfaction of all applicable requirements set forth under the AR Lender Loan Agreement. AR Lender agrees to disburse as an AR Loan Advance, by wire transfer of immediately available funds, an amount equal to the “Current Lease Costs” (as defined below) as set forth in the Rent Payment Request to an account (i) that is not required to be ~~(and in fact is not)~~ pledged as collateral to AR Lender pursuant to the AR Lender Loan Documents, (ii) the sole purpose of which is to fund Rent Payment Requests, and (iii) that is designated by Lessee in the Rent Payment Request (the “**Lessee Designated Account**”) within the time frames set forth in the AR Lender Loan Agreement. ~~The Each~~ Rent Payment Request delivered by Lessee shall request an amount equal to the sum of (i) the base rent payable under the Lease for such month, (ii) taxes and insurance due and owing ~~with respect to under~~ the Lease for such month, and (iii) deposits to ~~escrows and/or~~ reserves required under the Lease (collectively, “**Current Lease Costs**”) as designated in writing to ~~Lessee by AR Lender-~~ by FHA Mortgagee. FHA Mortgagee shall initiate timely an ACH debit from the Lessee Designated Account and apply proceeds received by FHA Mortgagee from a Rent Payment Request ~~to pay toward payment of~~ Lessor’s monthly debt service obligation under the ~~Mortgage HUD~~ Loan(s) and to fund applicable ~~impound~~ escrow and reserve requirements, with the balance ~~(if any)~~ of the payment so collected to be remitted by FHA Mortgagee to Lessor ~~within two (2) business days of promptly after~~ receipt. Lessor and Lessee ~~each~~ agree to the collection, payment and disbursement of the amounts set forth herein. Notwithstanding anything herein or in the Intercreditor Agreement (whether express or implied) to the contrary, ~~each of~~ Senior Secured Parties, Lessee and Lessor ~~acknowledges~~ acknowledge and ~~agrees~~ agree that ~~(ix)~~ AR Lender shall have no liability to ~~any~~ Senior Secured Parties, Lessee or Lessor for computation or verification of the Current Lease Costs set forth in any Rent Payment Request, ~~(iiy)~~ AR Lender shall have no liability to ~~any~~ Senior Secured Parties or ~~Lessee Lessor~~ for AR Lender’s refusal to honor a Rent Payment Request and ~~(iii) that z)~~ none of Senior Secured Parties nor Lessor shall be deemed to be a third party beneficiary of any financing relationship between Lessee and AR Lender, and ~~each of~~ Senior Secured Parties and Lessor hereby expressly ~~waives~~ waive and ~~relinquishes its~~ relinquish their respective rights to claim otherwise. Notwithstanding anything herein or in the Intercreditor Agreement (whether express or implied) to the contrary, to the extent FHA Mortgagee receives Current Lease Costs or the proceeds thereof, FHA Mortgagee shall be entitled to retain the same and shall not be required to hold the same in trust or to disgorge the same to AR Lender, irrespective of whether the same constitutes proceeds of AR Lender Priority Collateral.

— [Version C of Section 4 (No Lockbox) use only one]

4. ~~Subject to the limitations set forth below, AR Lender hereby agrees that AR Lender shall, on the eighth (8<sup>th</sup>) day of each calendar month (provided that if such day is not a Business Day (as defined in the AR Lender Loan Agreement), the immediately preceding Business Day) disburse, by wire transfer of immediately available funds as an AR Advance to an Automated Clearing House (ACH) Network account of Lessee (the “ACH Account”) in the Cash Management System (as defined in the AR Lender Loan Agreement) (to the extent of available funds therein), an amount equal to the sum of (i) the aggregate base rent payable under the Lease(s) for such month, (ii) taxes and insurance due and owing with respect to the Lease(s) for such month, and (iii) deposits to reserves required under the Lease(s) (collectively, “**Current Lease Costs**”) as designated in writing to AR Lender by FHA Mortgagee. The ACH Account will provide for automatic payment from the ACH Account of the Current Lease Costs to the~~

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~~FHA Mortgagee on the same day that such funds are paid into the ACH account, pursuant to irrevocable instructions of the Lessee. FHA Mortgagee shall provide written notice to Lessee and to the bank at which the ACH Account is established of the FHA Mortgagee's account information. AR Lender agrees that it shall make such disbursement of Current Lease Costs to the ACH Account unless (i) there is not sufficient availability under and in accordance with the AR Lender Loan Documents, (ii) such Revolving Loan exceeds the Borrowing Base (as defined in the AR Lender Loan Documents) requirements set forth under the AR Lender Loan Agreement, or (iii) a Default or Event of Default shall exist or be continuing (as such terms are defined in the AR Lender Loan Documents). AR Lender's obligation to make such AR Advances is subject to (i) AR Lender's receipt of a Borrowing Certificate (as defined in the AR Lender Loan Agreement) and (ii) the satisfaction of the other conditions precedent of Section \_\_\_\_\_ of the AR Lender Loan Agreement in accordance with the terms hereof. After payment of the Current Lease Costs and subject to applicable restrictions in the AR Lender Loan Documents, any remaining AR Advances may be distributed to Lessee. FHA Mortgagee agrees to apply proceeds received from the ACH Account to pay Lessor's monthly debt service obligation under the Mortgage Loan and to fund applicable impound and reserve requirements, with the balance of the payment so collected to be remitted by FHA Mortgagee to Lessor within two (2) Business Day of receipt. The signatures of Lessor and Lessee below shall confirm their respective agreement to the collection, payment and disbursement of the amounts set forth herein.~~

~~5. Notwithstanding the foregoing, the AR Lender Priority Collateral may be cross-collateralized by AR Lender and cross defaulted with other HUD-insured facilities operated by the HUD approved subsidiaries of \_\_\_\_\_ [This should be the parent company of the Lessees]. The parties hereby acknowledge and agree that the AR Lender Priority Collateral shall secure all indebtedness and obligations of Lessee to AR Lender. The parties hereby acknowledge and agree that an event of default by any Lessee under the Intercreditor Agreement, this Rider or any of the AR Lender Loan Documents shall constitute an event of default under that certain Revolving Credit and Security Agreement, dated \_\_\_\_\_, between AR Lender, as lender, and the borrowers named therein, as borrowers (as amended, supplemented or otherwise modified from time to time, the "\_\_\_\_\_ Credit Agreement"). [This should be the AR Loan Agreement with the non-insured subsidiaries or the parent company of the Lessee] In addition to the foregoing, the parties hereby acknowledge and agree that an event of default under the \_\_\_\_\_ Credit Agreement or any documents executed in connection therewith shall constitute an event of default under the Intercreditor Agreement, this Rider and the AR Lender Loan Documents. Notwithstanding anything herein to the contrary, in no event may the accounts receivable from the Lessees serve as collateral for the obligations of the borrowers under the \_\_\_\_\_ Credit Agreement. Without the prior written approval of HUD, which approval shall not be unreasonably withheld or delayed, no additional lessee or facility may be added to the AR Lender Loan Documents. A list of approved HUD-insured facilities whose operators may be included in the AR Lender Loan Documents is attached and made part of this document.~~

~~65. Except as set forth herein and in the Intercreditor Agreement, Lessee certifies that there are no proposed agreements, arrangements, understandings or transactions (side deals) outside of the AR Lender Loan Documents that utilize Lessee's Accounts Receivable the AR~~

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Lender Priority Collateral and FHA Lender Priority Collateral as security for ~~the any other obligations of the Lessee on other loans.~~ Lessee agrees that Lessee shall not be a guarantor or party to (a) the HUD Loan Documents (other than the Regulatory Agreement—Nursing Homes, in each case, dated \_\_\_\_\_, 2008, between the Lessees and HUD, the SNDA (as defined in the Intercreditor Agreement), the Security Agreement or any other accounts receivable loan financing agreement so long as the AR Lender Loan Documents remain in effect without the consent of FHA Mortgagee and HUD.

~~6~~  
~~7.~~ AR Lender and Senior Secured Parties agree to notify the other of any default under the AR Lender Loan Documents or HUD Loan Documents, as applicable; provided that the failure to provide such notice shall not subject such person to any liability. AR Lender and the Senior Secured Parties shall each have the mutual right to cure any payment default under the other such parties' documents within three (3) days after notice thereof.

8. Except as set forth herein and in the Intercreditor Agreement or as otherwise disclosed to and approved by HUD in writing, (a) AR Lender, ~~FHA Mortgagee~~ and Lessee certify and agree that there are no existing or proposed agreements, arrangements, understandings or transactions that involve the ~~Facilities~~facility (side deals) between (i) ~~the~~ Lessee (and/or any of Lessee's Lessee's officers, members, managers, directors, stockholders, partners, or other interest holders, employees or affiliates, or any member of their respective immediate families, and/or its parent entity), (ii) ~~AR Lender and~~ (iii) ~~FHA Mortgagee.~~ and (ii) ~~AR Lender;~~ and (b) ~~FHA Mortgagee and Lessee certify and agree that there are no existing or proposed agreements, arrangements, understandings or transactions that involve the Facility (side deals) between (i) Lessee (or any of Lessee's officers, members, managers, directors, stockholders, partners, or other interest holders, employees or affiliates, or any member of their respective immediate families, and/or its parent entity), and (ii) FHA Mortgagee.~~

~~7.~~  
9 Each of AR Lender and FHA Mortgagee agrees to notify the other of any notice of a "material default" given to its respective borrower under any of the AR Lender Loan Documents or any of the HUD Loan Documents, as applicable; provided that the failure to provide such notice shall not subject such Party to any liability. Each of AR Lender and FHA Mortgagee shall have the right (but not the obligation) to cure any payment default under the other such Party's documents within three (3) Business Days after notice thereof. "Material default" for purposes of this Section shall mean (i) with regard to FHA Mortgagee and the HUD Loan Documents, a default by the borrower thereunder triggering FHA Mortgagee's commencement of assignment to HUD of any HUD Loan, a foreclosure, or an action for the appointment of a receiver or similar remedy; and (ii) with regard to AR Lender and AR Lender Loan Documents, a default thereunder which allows AR Lender to cease making AR Loan Advances or results in the acceleration or maturity of the AR Loan.

8. No modification of any provision referred to in this Rider shall be binding or enforceable unless in writing and signed by each Party to this Rider. In no event does AR Lender have any liability to Senior Secured Parties (or any other partyParty) for the performance of any of the obligations of Lessee (including, without limitation, under this Rider, the

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Intercreditor Agreement and any loan documents in connection with ~~a Mortgage Loan~~ the HUD Loans).

~~109.~~ Lessor and Lessee acknowledge that the making, or causing to be made, of a false statement of fact in the ~~AR Lender Loan Agreement (and accompanying documents), the~~ Intercreditor Agreement and/or this Rider may lead to criminal prosecution or civil liability pursuant to applicable law, which may include 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802.

~~11~~

~~10.~~ This Rider may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All counterparts will be construed together and shall constitute one instrument agreement.

~~12~~

~~11.~~ Except as specifically provided herein, this Rider shall be binding on and inure to the benefit of AR Lender, FHA Mortgagee, Lessor ~~and~~ Lessee, and their legal representatives, heirs, administrators, executors, successors and assigns. - This Rider shall also inure to the benefit of HUD.

\* \* \* \* \*  
[Signatures Commence on Following Page]

IN WITNESS WHEREOF, this Rider has been duly executed by AR Lender, FHA Mortgagee, Lessee, and Lessor ~~and Lessee~~ as of the day and year first stated above.

LESSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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LESSOR: \_\_\_\_\_

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

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

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

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AR LENDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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**FHA MORTGAGEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**LESSOR:**

\_\_\_\_\_

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

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

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

Field Code Changed

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**Schedule 1**

**Legal Description of Facility**

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