

**Operator Lease  
Addendum**  
Section 232

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

OMB Approval No. 2502-0605  
(exp. mm/dd/yyyy)

**Public reporting** burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**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 Operator Lease Addendum, dated as of \_\_\_\_\_, 20\_\_, is attached to and made a part of that certain [Operator Lease] dated \_\_\_\_\_, 20\_\_, entered into by Lessor and Lessee, and amends and/or supplements the Operator Lease. The operator lease and this Operator Lease Addendum are collectively known as the “**Operator Lease.**” For so long as HUD is the holder or insurer of any indebtedness secured by the Healthcare Facility (as defined below), the provisions of this Operator Lease Addendum shall apply to the Operator Lease. In the event of any conflict between the terms of this Operator Lease Addendum and the operator lease, the terms of this Operator Lease Addendum shall govern and control.

**Covenants.** Lessor and Lessee covenant and agree as follows:

**I. DEFINITIONS.**

**1. DEFINITIONS.** Any capitalized term or word used herein but not defined shall have the meaning given to such term in the Borrower’s Security Instrument. The following terms, when used in this Operator Lease Addendum (including when used in the above recitals), shall have the following meanings, whether capitalized or not and whether singular or plural, unless, in the context, an incongruity results:

“**Accounts Receivable**” has the meaning set forth in the Borrower’s Security Instrument.

“**Approved Use**” has the meaning set forth in the Operator’s Regulatory Agreement.

“**Bed Authority**” means the licensed number of beds for a Healthcare Facility as authorized under the Healthcare Requirements.

“**Borrower**” means \_\_\_\_\_. When there is no Master Lease, Borrower is also the Lessor.

“**Borrower’s Regulatory Agreement**” means that certain Healthcare Regulatory Agreement – Borrower relating to the Project and entered into by Borrower for the benefit of HUD.

“**Borrower’s Security Instrument**” means that certain Healthcare [Mortgage, Deed of Trust, Deed to Secure Debt, Security Deed or Other Designation as appropriate in Jurisdiction],

46 Assignment of Leases, Rents and Revenue and Security Agreement, from Borrower in favor of  
47 Lender with respect to the Project securing the Loan, and any amendments and supplements  
48 thereto.

49  
50 “**CON**” means collectively all Certificates of Need and Certificate of Need reports under  
51 Healthcare Requirements authorizing and permitting the use of the Healthcare Facility for its  
52 Approved Use.

53  
54 “**FF&E**” means furnishings, fixtures and equipment of all kind used in connection with the  
55 Healthcare Facility including additions, substitutions and replacements thereto.

56  
57 “**Healthcare Facility**” means that certain healthcare facility authorized to receive insured  
58 mortgage financing pursuant to Section 232 of the National Housing Act, as amended, that is the  
59 subject of the Operator Lease.

60  
61 “**Healthcare Requirements**” means, relating to the Healthcare Facility, all federal, state, county,  
62 municipal and other governmental statutes, laws, rules, orders, regulations, ordinances,  
63 judgments, decrees and injunctions or agreements, in each case, pertaining to or concerned with  
64 the establishment, construction, ownership, operation, use or occupancy of the Healthcare  
65 Facility or any part thereof as a healthcare facility, and all material permits, licenses and  
66 authorizations and regulations relating thereto, including all material rules, orders, regulations  
67 and decrees of and agreements with healthcare authorities pertaining to the Healthcare Facility.

68  
69 “**HUD**” means the U.S. Department of Housing and Urban Development.

70  
71 “**Intercreditor Agreement**” is defined in Section 12.

72  
73 “**Lender**” means \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of  
74 \_\_\_\_\_, and any future holder of the Borrower’s Security Instrument.

75  
76 “**Lessee**” means \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of  
77 \_\_\_\_\_, together with any successors, heirs and assigns (jointly and severally). Lessee may  
78 sometimes be referred to as a “tenant” under the terms of the Operator Lease.

79  
80 “**Lessor**” means \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of  
81 \_\_\_\_\_, together with any successors, heirs and assigns (jointly and severally). “Lessor”  
82 may sometimes be referred to as a “landlord” under the terms of the Operator Lease.

83  
84 “**Loan**” means the HUD-insured loan in the original principal amount of \$\_\_\_\_\_, made by  
85 Lender to Borrower, secured by the Healthcare Facility, as such Loan may be amended,  
86 increased or decreased.

87  
88 “**Loan Documents**” means the Note, the Borrower’s Security Instrument, the Borrower’s  
89 Regulatory Agreement, [**the Master Tenant’s Regulatory Agreement,**] the Operator’s  
90 Regulatory Agreement, the Operator’s Security Agreement, [**the Master Tenant’s Security**  
91 **Agreement, the Cross Default Guaranties,**] any subordination agreements, and any and all

92 other documents now or in the future required by and/or assigned to HUD and/or Lender in  
93 connection with the Loan(s), whether executed by or on behalf of Borrower, Lessor, or Operator,  
94 as the same may be amended from time to time, provided that the [Master Lease and] Operator  
95 Lease, and any amendments thereto, shall not be considered Loan Documents.

96  
97 “Master Lease” and “Master Tenant” have the meanings set forth in the Borrower’s Security  
98 Instrument.

99  
100 [“Master Tenant’s Security Agreement” means that certain Master Tenant Security Agreement  
101 dated as of substantially even date herewith, relating to the Project, and made by Master Tenant  
102 to Lender.]

103 “Operator’s Regulatory Agreement” means that certain Healthcare Regulatory Agreement –  
104 Operator relating to the Project and entered into by Lessee for the benefit of HUD.

105  
106 “Operator’s Security Agreement” means that certain Operator Security Agreement relating to  
107 the Project, and made by Lessee.

108  
109 “Program Obligations” means (1) all applicable statutes and any regulations issued by HUD  
110 pursuant thereto that apply to the Project, including all amendments to such statutes and  
111 regulations, as they become effective, except that changes subject to notice and comment  
112 rulemaking shall become effective only upon completion of the rulemaking process, and (2) all  
113 current requirements in HUD handbooks and guides, notices and mortgagee letters that apply to  
114 the Project, and all future updates, changes and amendments thereto, as they become effective,  
115 except that changes subject to notice and comment rulemaking shall become effective only upon  
116 completion of the rulemaking process, and provided that such future updates, changes and  
117 amendments shall be applicable to the Project only to the extent that they interpret, clarify and  
118 implement terms in this Operator Lease Addendum rather than add or delete provisions from  
119 such document. Handbooks, guides, notices and mortgagee letters are available on HUD’s  
120 official website: <http://hud.gov/offices/adm/hudclips/index.cfm>, or a successor location to that  
121 site.

122  
123 “Project” has the meaning set forth in the Borrower’s Security Instrument.

## 124 125 126 **II. HUD REQUIREMENTS**

### 127 128 **2. COMPLIANCE WITH PROGRAM OBLIGATIONS.**

129  
130 (a) Lessor and Lessee shall comply with, and agree that the Operator Lease shall  
131 conform to, the Loan Documents and all applicable Program Obligations. Lessee further agrees  
132 that the Operator Lease shall be part of the collateral pledged to Lender and HUD as security for  
133 the Loan. Accordingly, Lessee shall not take any action which would violate the Loan  
134 Documents or Program Obligations.

135  
136 (b) In the event of any conflict between the terms and provisions of the Operator  
137 Lease, the Loan Documents or any Program Obligations, the Loan Documents and Program

138 Obligations shall control in all respects. No provision of the Operator Lease shall modify any  
139 obligation of Lessor or Lessee under the Loan Documents. HUD's acceptance of the Operator  
140 Lease in connection with the closing of the Loan shall in no way constitute HUD's consent to  
141 arrangements which are inconsistent with Program Obligations.  
142

143 (c) Lessee shall cooperate with Borrower and Lessor in providing, upon request by  
144 Lender or HUD, any and all documents, information, financial reports, and other items as may be  
145 required by Lender or HUD. As applicable, Lessee shall execute any subordination agreements,  
146 memoranda of leases or subleases, and/or estoppel certificates in form and substance required by  
147 Lender or HUD. Lessee shall cooperate with Borrower and Lessor and any lenders processing  
148 additional loans to Borrower.  
149

### 150 **3. SUBORDINATION TO THE LOAN DOCUMENTS.**

151  
152 (a) The Operator Lease is and shall be subject and subordinate to: the Borrower's  
153 Security Instrument and the Loan Documents; all renewals, modifications, consolidations,  
154 replacements and extensions thereof; all substitutions thereof; all future mortgages upon the  
155 Healthcare Facility; and/or other security interests in or to the Healthcare Facility and any other  
156 items which are herein leased to Lessee or which, pursuant to the terms hereof, become a part of  
157 the Healthcare Facility or are otherwise deemed to become the property of Lessor or to remain  
158 upon the Healthcare Facility at the end of the term; and each advance made or hereafter made  
159 under any of the foregoing. This Section shall be self-operative and no further instrument of  
160 subordination shall be required. Without limiting the foregoing, Lessee shall execute and deliver  
161 promptly any and all certificates, agreements and other instruments that Lessor, Lender or HUD  
162 may reasonably request in order to confirm such subordination. Unless Lender has granted  
163 Lessee non-disturbance rights with the prior written approval of HUD, if Lender or another  
164 person or entity shall succeed to the interest of Borrower or Lessor, by reason of foreclosure or  
165 other proceedings brought by Lender in lieu of or pursuant to foreclosure, or by any other  
166 manner (Lender or such other person or entity herein referred to as "**Successor**"), then the  
167 Operator Lease shall terminate, or, at the option of Successor, the Operator Lease shall continue  
168 in full force and effect, in which case Lessee shall attorn to Successor and recognize Successor  
169 as its landlord and as "Lessor" under the terms of the Operator Lease.  
170

171 (b) All agreements for the provision of services to the Healthcare Facility or the  
172 granting of easements, rights of way, licenses or other permissions for the use or placement of  
173 cable television, telecommunications, or other utilities are, and shall always be, subordinate to (i)  
174 the rights of Lessor, (ii) the Borrower's Security Instrument, the Loan Documents and all other  
175 security agreements or security interests now or hereafter encumbering the Healthcare Facility  
176 and/or the Project, and (iii) Program Obligations. Lessee shall obtain written approval from  
177 HUD prior to entering into any such services agreements, easements, rights of way, licenses or  
178 other permissions.  
179

### 180 **4. OWNERSHIP OF FF&E AND TRANSFER OF PERSONAL PROPERTY.**

181  
182 (a) During the term of the Operator Lease, Lessee shall not remove any FF&E from  
183 the Healthcare Facility, except in the ordinary course of business.

184  
185 (b) At the termination of the Operator Lease, Borrower will have the right to purchase  
186 any or all of Lessee's personal property located at the Healthcare Facility at book value. To the  
187 extent that any of such personal property is subject to an equipment lease, Borrower shall have  
188 the right to cause Lessee to pay in full all obligations under such equipment leases, or to assume  
189 some or all of such equipment leases at Borrower's sole cost and expense and at no additional  
190 liability to Lessee. Lessee shall sign or deliver to Borrower any instrument that may be  
191 reasonably necessary to transfer any such leased property to Borrower.

192  
193 **5. PAYMENTS.**

194  
195 (a) Rents and other amounts payable by Lessee under the Operator Lease (including  
196 rents, additional rents and all other sums payable under the Operator Lease) shall be sufficient to  
197 properly maintain the Healthcare Facility, and to enable Borrower to meet its debt service  
198 obligations and any related expenses (including, without limitation, any required deposits to  
199 reserves) in connection with the Loan and the Healthcare Facility, and shall be adjusted, as  
200 appropriate, on an annual basis to maintain the veracity of this Section.

201  
202 (b) Unless Lender and Lessor agree otherwise, Lessee shall be responsible for  
203 funding all escrows for taxes, reserves for replacements, mortgage insurance premiums and/or  
204 other insurance premiums as may be required by Lender and/or HUD.

205  
206 (c) Lessee shall deliver to Lessor copies of all notices, demands, claims, bills and  
207 receipts in relation to all impounds and insurance premiums promptly upon receipt thereof by  
208 Lessee.

209  
210 **6. OPERATOR'S REGULATORY AGREEMENT AND OPERATOR'S**  
211 **SECURITY AGREEMENT.** Prior to HUD's endorsement of the Note, Lessee shall execute  
212 the Operator's Regulatory Agreement and the Operator's Security Agreement, and all other  
213 documents required by Lender or HUD to evidence Lender's security interest in the collateral of  
214 Lessee. Lessee shall comply with all obligations under the Operator's Regulatory Agreement  
215 and the Operator's Security Agreement. Any default by Lessee under the Operator's Regulatory  
216 Agreement or Operator's Security Agreement shall be deemed to be a default under the Operator  
217 Lease.

218  
219 **7. MANAGEMENT REQUIREMENTS.** Lessee shall not enter into any  
220 management contract or agreement involving the Healthcare Facility unless such management  
221 contract or agreement complies with Program Obligations and contains provisions that, in the  
222 event of default under the Borrower's Regulatory Agreement and/or the Operator's Regulatory  
223 Agreement, the management contract or agreement shall be subject to termination upon not more  
224 than thirty (30) days notice (a "**Notice of Termination**"), without penalty, upon written request  
225 of HUD. Upon such Notice of Termination, Lessee shall immediately arrange to terminate the  
226 management contract or agreement within a period of not more than thirty (30) days and shall  
227 make arrangements satisfactory to HUD for ensuring that the Healthcare Facility is managed in  
228 accordance with Program Obligations.

229

230 **8. LICENSES; BED AUTHORITY.** Lessee shall ensure that the Healthcare  
231 Facility meets all state and/or other licensure requirements and standards at all times. Lessor and  
232 Lessee shall not undertake or acquiesce to the modification of any license or Bed Authority of  
233 the Healthcare Facility without the prior written approval of HUD.  
234

235 **9. PROVIDER AGREEMENTS.** Lessee shall be responsible for obtaining and  
236 maintaining all necessary provider agreements with Medicaid, Medicare and other government  
237 third-party payors. Upon request, Lessee shall promptly furnish to Lender and/or HUD copies of  
238 any applicable provider agreements and all amendments thereto.  
239

240 **10. INSURANCE; CASUALTY; CONDEMNATION.** Lessee shall procure and  
241 maintain, or cause to be procured and maintained, all insurance coverage required under the  
242 Loan Documents and/or Program Obligations. All proceeds from an insurance or condemnation  
243 claim or award, or other compensation paid by reason of a conveyance in lieu of the exercise of  
244 such rights, with respect to the Healthcare Facility or the Project shall be applied in accordance  
245 with the terms of the Loan Documents and Program Obligations. Any decision to repair,  
246 reconstruct, restore or replace the Healthcare Facility following a casualty or condemnation  
247 action shall be subject to the terms of the Loan Documents and Program Obligations. On an  
248 annual basis, Lessee shall provide to Lender a certification that it is in compliance with HUD's  
249 professional liability insurance requirements.  
250

251 **11. ASSIGNMENT OF THE OPERATOR LEASE AND SUBLETTING OF**  
252 **THE HEALTHCARE FACILITY.**  
253

254 (a) The Operator Lease shall not be assigned and the Healthcare Facility shall not be  
255 subleased by Lessee, in whole or in part (including any transfer of title or right to possession and  
256 control of the Healthcare Facility, or of any right to collect fees or rents), without the prior  
257 written approval of HUD. The prior written approval of HUD shall additionally be required for  
258 (i) any change in or transfer of the management, operation, or control of the Healthcare Facility,  
259 or (ii) any change in the ownership of Lessee that requires approval from HUD under Program  
260 Obligations. Any proposed assignee of Lessee shall be required to execute a Healthcare  
261 Regulatory Agreement – Operator (Form HUD-92466A-ORCF) and an Operator Security  
262 Agreement (Form HUD-92323-ORCF), each in a form and substance satisfactory to HUD, as a  
263 prerequisite for any such approval. Any assignment or subletting of the Healthcare Facility  
264 without the approval described in this Section shall be deemed null and void. Notwithstanding  
265 the foregoing, all restrictions in this Section pertaining to subletting shall not apply to the leasing  
266 of individual units or beds to residents of the Healthcare Facility.  
267

268 (b) Lessee acknowledges that Lessor is assigning the Operator Lease to Lender to  
269 further secure Lessor's and Borrower's obligations to Lender under the Loan Documents. All  
270 parties acknowledge that Lender is authorized to exercise all of the rights and remedies available  
271 to Lessor in connection with the assignment of the Operator Lease as Lender may determine is  
272 reasonably necessary to cure a default by Lessor under any of the Loan Documents.  
273

274 **12. ACCOUNTS RECEIVABLE FINANCING.** Lessee shall not pledge nor permit  
275 to be pledged, any Accounts Receivable to a third party lender without the prior written approval

276 of Lender and HUD. In the event that Lender and HUD grant such approval, (i) all holders of  
277 such lien shall be bound by an Intercreditor Agreement with Lender (Form HUD-92322-ORCF),  
278 and any riders and/or amendments thereto (the “**Intercreditor Agreement**”), on such terms and  
279 conditions as may be required by HUD, and (ii) Lessee shall agree to comply with the  
280 requirements imposed by Lender and HUD in connection therewith.  
281

282 **13. TERMINATION OF THE OPERATOR LEASE.** The Operator Lease shall  
283 not be terminated prior to its expiration date without the prior written approval of HUD. Lessor  
284 and Lessee acknowledge and agree that if requested to do so by HUD, Lessor shall terminate the  
285 Operator Lease within such time as specified by HUD, without penalty to Lessor, under the  
286 following circumstances: (i) for any violation of the Operator Lease that is not cured within any  
287 applicable notice and cure period provided in the Operator Lease, (ii) for any violation of the  
288 Operator’s Regulatory Agreement pursuant to its terms; (iii) for any violation of Program  
289 Obligations that is not cured within thirty (30) days after receipt by Lessee of written notice of  
290 such violation, or (iv) if HUD, as a result of the occurrence of any of the events described in the  
291 foregoing items (i), (ii) or (iii), is required to advance funds for the operation of the Healthcare  
292 Facility.  
293

294 **14. MASTER LEASE.** In accordance with Program Obligations, HUD may require  
295 Borrower to enter into a master lease if the Project is affiliated by common ownership with the  
296 borrowers and/or operators of other projects financed or proposed to be financed under Section  
297 232 of the National Housing Act. Such master lease shall (i) be approved by HUD and Lender,  
298 (ii) only cover HUD-insured projects, and (iii) comply with all applicable Program Obligations.  
299

300 **15. INDEMNIFICATION.** Notwithstanding any provisions contained in the  
301 Operator Lease, HUD shall have no obligation to indemnify a party to the Operator Lease under  
302 the terms of the Operator Lease. In addition, any payment obligations of HUD pursuant to the  
303 Operator Lease shall be limited to actual amounts received by HUD, and otherwise not  
304 prohibited by applicable law or regulation, including without limitation, the Anti-Deficiency Act,  
305 31 U.S.C. § 1341, *et seq.*  
306

307 **16. MODIFICATION; TERMINATION.** Neither the provisions the Operator  
308 Lease may be amended without the prior written approval of HUD and Lender. The Operator  
309 Lease may not be terminated without the prior written approval of HUD and Lender, and shall  
310 only be terminated if such termination complies with Program Obligations.  
311

312 **17. NOTICES TO LENDER AND HUD OF DEFAULT.** Lessee and Lessor shall  
313 copy Lender and HUD on all notices of default under the Operator Lease. Such copies shall be  
314 provided at the same time and in the same manner as provided by Lessee or Lessor to the other  
315 party. Lender shall have the right, but not the obligation, to cure any default by Lessor under the  
316 Operator Lease. For the purpose of effecting such cure, Lessee grants Lender and Lessor such  
317 period of time as may be reasonable to enable Lender and/or Lessor to cure (or cause to be  
318 cured) any default. In the event of any act or omission of Lessor which would give Lessee the  
319 right, immediately or after lapse of a period of time, to cancel or terminate the Operator Lease, or  
320 to claim a partial or total eviction, Lessee shall not exercise such right (i) until it has given  
321 written notice of such act or omission to Lender and HUD, and (ii) unless such act or omission

322 shall be one which is not capable of being remedied by Lender or Lessor within a reasonable  
323 period of time, until a reasonable period for remedying such act or omission shall have elapsed  
324 following the giving of such notice and following the time when Lender shall have become  
325 entitled under the Loan Documents in connection therewith, as the case may be, to remedy the  
326 same (which reasonable period shall in no event be less than the period to which Lessor would  
327 be entitled under the Operator Lease or otherwise, after similar notice, to effect such remedy).

328  
329 **18. SPECIAL PURPOSE ENTITY.** Lessee, its successors and assigns, is, shall be,  
330 and shall continue to be a Special Purpose Entity (as defined by Program Obligations).

331  
332 **19. CROSS-DEFAULT GUARANTY OF LESSEE.** If the Healthcare Facility is or  
333 becomes subject to a Master Lease, Lessee shall execute a Cross-Default Guaranty of Subtenants  
334 (Form HUD-92331-ORCF) (individually and collectively, the “**Cross Default Guaranties**”) in  
335 favor of Lessor, in a form and substance required by HUD, by which Lessee shall guarantee the  
336 performance of the obligations of each its affiliates under all applicable subleases of healthcare  
337 facilities. Lessor hereby assigns such Cross Default Guaranties to Lender.

338  
339 **20. TRANSFER OF OPERATIONS.** Upon the expiration or earlier termination of  
340 the Operator Lease for any reason whatsoever, the Operator Lease shall become and be  
341 construed as an absolute assignment for purposes of vesting in Lessor (or Lessor’s designees) all  
342 of Lessee’s right, title, and interest in and to the following, to the extent assignable by law: (a)  
343 the licenses, any Medicare or Medicaid provider agreements and any CON, (b) all documents,  
344 charts, personnel records, patient records, and other documents relating to the Healthcare Facility  
345 or operations at the Healthcare Facility, (c) all existing agreements with residents of the  
346 Healthcare Facility, and any guarantors of such agreements, and any and all patient trust fund  
347 accounts and (d) all other assignable intangible property not enumerated above that is now or in  
348 the future used in connection with the operation of the Healthcare Facility. Lessee shall sign and  
349 deliver to Lessor any documents that may be reasonably necessary to transfer the foregoing to  
350 Lessor.

351  
352 **21. LESSEE COOPERATION.** Lessee agrees to cooperate with Lessor and  
353 Borrower in providing, and upon request by Borrower, Lessor, Lender, or HUD, Lessee shall  
354 provide or cause to be provided, such documents, information, financial reports, and other  
355 items as may be required by Lender or HUD. When applicable, Lessee agrees to execute  
356 subordination agreements in form and substance required by Lender or HUD. Lessee  
357 further agrees to cooperate with Lessor and Borrower and with lender(s) who are processing  
358 and will be making Loans to Borrower.

359  
360 **22. COUNTERPART SIGNATURES.** This [Operator Lease](#) Addendum may be  
361 executed in counterpart.

362  
363 **23. GOVERNING LAW.** This Operator Lease Addendum and all rights and  
364 obligations under this Operator Lease Addendum, including matters of construction, validity and  
365 performance, shall be governed by the laws of the state in which the Healthcare Facility is  
366 located, without giving effect to conflicts of laws principles.

367

368           **24.** HUD is not a party to this Operator Lease Addendum and has no obligations  
369 hereunder; however, it is a third party beneficiary for the sole purpose of enforcing its rights  
370 hereunder.  
371

DRAFT

372 **IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date first herein  
373 above written.

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**LESSOR:**

\_\_\_\_\_

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

**LESSEE:**

\_\_\_\_\_

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

