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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 HUD ADDENDUM TO MASTER LEASE (this “**Addendum**”), dated as of \_\_\_\_\_ 20\_\_ is attached to and made a part of that certain Master Lease Agreement (the “**Master Lease**”), dated as of \_\_\_\_\_ 20\_\_ entered into by *those entities identified as Landlords on Schedule 1* (each, individually, a “**Landlord**”, and collectively, the “**Landlords**”, provided that, where the context allows, a singular reference to Landlord in this Addendum shall refer jointly, severally and collectively to the Landlords as set forth herein); and [INSERT NAME OF MASTER TENANT] (“**Master Tenant**”), and amends and/or supplements the Master Lease. For so long as HUD is the holder or insurer of any indebtedness secured by one or more of the Healthcare Facilities (as defined herein), the provisions of this Addendum shall apply to the Master Lease. In the event of any conflict between the terms of this Addendum and the Master Lease, the terms of this Addendum shall govern and control.

**1. Definitions.** The following terms shall have the meanings specified below:

“**Approved Use**” means the use of each Healthcare Facility, as set forth on Schedule 1, and such other uses as may be approved in writing from time to time by HUD based upon a request made by a Landlord, Master Tenant or an Operator, but excluding any uses that are discontinued with the written approval of the HUD.

“**CON**” means collectively all Certificates of Need and Certificate of Need rights under Healthcare Requirements authorizing and permitting the use of each Healthcare Facility as a skilled nursing or long-term care facility, as applicable.

“**Cross Guaranty**” has the meaning set forth in Section 5.

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

“**FHA**” means the Federal Housing Administration.

“**First Borrower Regulatory Agreement**” has the meaning set forth in the Security Instrument.

39                   “**First Lender**” has the meaning set forth in the Borrower’s Security Instrument.

40

41                   “**First Mortgage Documents**” has the meaning set forth in the Borrower’s  
42 Security Instrument.

43

44                   “**First Operator’s Regulatory Agreement**” has the meaning set forth in the  
45 Borrower’s Security Instrument.

46

47                   “**First Operator’s Security Agreement**” has the meaning set forth in the  
48 Borrower’s Security Instrument.

49

50                   “**First Security Instrument**” has the meaning set forth in the Borrower’s Security  
51 Instrument.

52                   “**Healthcare Facilities**” means the healthcare facilities listed on [*Schedule 1 –*  
53 *insert reference to healthcare facility schedule, which schedule shall be attached to this Master*  
54 *Lease Addendum and shall include at least the following information for each facility: name of*  
55 *landlord, name of facility, address of facility, operator name, type of facility, number of licensed*  
56 *units/beds, and the county and state where the facility is located,*] as the same may be amended  
57 from time to time. Each facility listed on such schedule is a “**Healthcare Facility**.”

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

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

66                   “**Landlord Regulatory Agreement**” means ~~each~~ Supplemental Healthcare  
67 Regulatory Agreement–Borrower entered into by and between each Landlord and HUD, acting  
68 by and through the Secretary, his or her successors, assigns or designates with respect to each  
69 Healthcare Facility and any riders, amendments and supplements thereto.

70                   “**Lender**” means [ENTER NAME OF FHA LENDER], and any future holder of  
71 the Security Instrument(s).

72                   “**Loan Documents**” means the First Mortgage Documents, each Landlord  
73 Regulatory Agreement, Security Instrument, Note, Master Tenant Regulatory Agreement,  
74 Operator Regulatory Agreement, Operator Security Agreement, Master Tenant Security  
75 Agreement, Cross Guaranty, Subordination/Subordination, Non-Disturbance and Attornment  
76 Agreement, and any and all other documents now or in the future required by and/or assigned to  
77 HUD and/or the Lender in connection with any of the Loans, whether executed by or on behalf  
78 of any Landlord, Master Tenant, or Operator, as the same may be amended from time to time,

79 provided that the Master Lease and any Borrower-Operator Agreement, and any amendments  
80 thereto, shall not be considered Loan Documents.

81 “**Loans**” means the First Loan and the Supplemental Loan and “**Loan**” means the  
82 First Loan or the Supplemental Loan. “**First Loan**” means the HUD-insured loan in the original  
83 principal amount of \$\_\_\_\_\_, made by First Lender to Landlord, secured by the Healthcare  
84 Facility, as such Loan may be amended, increased or decreased. “**Supplemental Loan**” means  
85 the HUD-insured supplemental loan in the original principal amount of \$\_\_\_\_\_, made by  
86 Lender to Landlord, secured by the Healthcare Facility, as such Loan may be amended, increased  
87 or decreased.

88 “**Master Tenant Regulatory Agreement**” means each Supplemental Healthcare  
89 Regulatory Agreement-Master Tenant entered into by and between the Master Tenant and HUD,  
90 acting by and through the Secretary, his or her successors, assigns or designates with respect to  
91 each Healthcare Facility and any riders, amendments and supplements thereto.

92 “**Operator**” means, any entity that has entered into a Sublease (or other  
93 equivalent agreement) as an Operator with the Master Tenant, and such entity’s successors and  
94 assigns.

95 “**Operator Regulatory Agreement**” means each Supplemental Healthcare  
96 Regulatory Agreement-Operator entered into by and between each Operator and HUD with  
97 respect to each Healthcare Facility and any riders, amendments and supplements thereto.

98 “**Operator Security Agreement**” means each Supplemental Operator Security  
99 Agreement between each Operator and Lender with respect to the Healthcare Facility and any  
100 amendments or supplements thereto.

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

114 “**Rent**” means any and all rent, including base rent, additional rent, and all other  
115 such charges paid by an Operator pursuant to its Borrower-Operator Agreement, and any such  
116 amounts payable by Master Tenant under the Master Lease to one or more Landlords, with  
117 respect to one or more Healthcare Facilities.

118 “**Security Instrument(s)**” means those certain Supplemental Healthcare  
119 [Mortgage, Deed of Trust, Deed to Secure Debt, Security Deed or other Designation as  
120 **appropriate in Jurisdiction**], Assignment of Leases, Rents and Revenue and Security  
121 Agreement, from the Landlords in favor of the Lender with respect to the Project securing the  
122 Loans, and any amendments and supplements thereto.

123 “**Sublease(s)**” means those certain leases by which Master Tenant subleases one  
124 or more Healthcare Facilities subject to the Master Lease to an Operator, as now or hereafter  
125 amended, and/or renewed or extended.

126 “**Subordination Agreement/SNDA**” means either the Subordination Agreement  
127 or the Subordination Non-Disturbance and Attornment Agreement (whichever is applicable)  
128 executed by Landlord, Lender, Master Tenant and Operator as to the Healthcare Facility  
129 subleased by that particular Operator from the Master Tenant.

130 **2. Compliance with Program Obligations.**

131 a. The parties to this Addendum intend that the Master Lease comply with all  
132 Program Obligations. The Master Tenant agrees to comply, and to cause each Operator to  
133 comply, with all applicable Program Obligations and the Loan Documents. The Master Tenant  
134 further agrees that the Master Lease and all Subleases will be part of the collateral pledged by  
135 Landlords to First Lender, Lender and HUD as security for the Loans. The Master Tenant agrees  
136 that it will not take any action which would violate any applicable Program Obligations or any of  
137 the Loan Documents.

138 b. In the event of any conflict between the terms and provisions of this  
139 Master Lease and/or the Sublease and any applicable Program Obligations or the Loan  
140 Documents, the Program Obligations and Loan Documents shall control in all respects.  
141 Landlords and Master Tenant agree that no provision of this Master Lease and/or the Subleases  
142 shall modify any obligation of Landlords or Master Tenant or Operator under the Loan  
143 Documents. Landlords and Master Tenant acknowledge that HUD’s acceptance of this Master  
144 Lease and/or any Subleases in connection with the closing of the Loans shall in no way  
145 constitute HUD’s consent to arrangements which are inconsistent with Program Obligations.  
146 This Master Lease and any Subleases are subject to all Program Obligations.

147 **3. Modification.** Neither the provisions of this Addendum nor the provisions of the  
148 Master Lease or any Sublease may be amended without the express prior written consent of  
149 HUD, First Lender and the Lender. None of the Healthcare Facilities may be released from the  
150 Master Lease, nor may the Master Lease, or any of the Subleases, be terminated without the  
151 express prior written consent of HUD, First Lender and the Lender, and in accordance with the  
152 provisions of the Subordination Agreement/SNDA, as applicable.

153 **4. Single, Indivisible Lease.** The Master Lease constitutes one indivisible lease of  
154 the Healthcare Facilities and not separate leases governed by similar terms. The Healthcare  
155 Facilities constitute one economic unit, and the Rent and all other provisions have been  
156 negotiated and agreed to based on a demise of all of the Healthcare Facilities to Master Tenant as  
157 a single, composite, inseparable transaction, and the Rent and all other provisions would have  
158 been substantially different had separate leases or a divisible lease been intended. Except as

159 expressly provided in this Master Lease for specific, isolated purposes (and then only to the  
160 extent expressly stated), all provisions of this Master Lease apply equally and uniformly to all of  
161 the Healthcare Facilities as one unit. An Event of Default with respect to any Healthcare Facility  
162 is an Event of Default as to all of the Healthcare Facilities. The parties intend that the provisions  
163 of this Master Lease shall at all times be construed, interpreted and applied so as to carry out  
164 their mutual objective to create an indivisible lease of all of the Healthcare Facilities, and in  
165 particular but without limitation, that for purposes of any assumption, rejection or assignment of  
166 this Master Lease under 11 U.S.C. § 365, this is one indivisible and non-severable lease and  
167 executory contract dealing with one legal and economic unit, and that this Master Lease must be  
168 assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Healthcare  
169 Facilities. No Healthcare Facility may be released from the Master Lease except with the prior  
170 written approval of HUD.

171 **5. Cross-Default Guaranty of Subtenants.** Master Tenant agrees to cause all  
172 Operators to execute a Cross-Default Guaranty of Subtenants (each, individually, a “**Cross**  
173 **Guaranty**”, and collectively, the “**Cross Guaranties**”) in favor of Master Tenant, in the HUD-  
174 approved format, by which each Operator guarantees performance of all obligations of all other  
175 Operators under all of the Subleases. Master Tenant further agrees to assign and hereby assigns  
176 such Cross Guaranties to the Lender.

177 **6. Payments and Impounds.** Landlords and Master Tenant each acknowledges and  
178 agrees that the Rents and other amounts payable pursuant to this Master Lease or any Sublease  
179 are, and shall at all times be, sized so as at to allow for proper maintenance of all of the  
180 Healthcare Facilities, and to enable each Landlord to meet its debt service obligations, and all  
181 related expenses, in connection with its Loans and the Healthcare Facilities. **[INCLUDE EACH**  
182 **AS APPLICABLE]**: Without limiting the generality of the foregoing, the Master Tenant agrees  
183 to pay, as additional rent, when due all premiums for (i) FHA mortgage insurance, (ii) liability  
184 insurance and full coverage property insurance on the Healthcare Facility, and (iii) all other  
185 insurance coverage required under the Loan Documents, and/or Program Obligations. Unless the  
186 Lender and the applicable Landlord agree otherwise in writing, the Master Tenant shall be  
187 responsible for funding all escrows and impounds for taxes, reserves for replacements, FHA  
188 mortgage insurance premiums, and other insurance premiums as may be required by the Lender,  
189 First Lender and/or HUD.

190 **7. Rental Payments.** Subject to the rights of the Lender and to HUD consent  
191 thereto, Landlords reserve the right, as set forth herein, to adjust and reallocate the amount of  
192 Rent allocated to each Healthcare Facility covered by this Master Lease as set forth on Schedule  
193 2 to this Addendum, so long as the total aggregate amount of Rent for all of the Healthcare  
194 Facilities shown thereon is not decreased. Landlords may adjust and reallocate the amounts of  
195 Rent for the purposes of maximizing reimbursements from the Medicaid or Medicare programs,  
196 and/or preventing a default under the Loan Documents, provided that Landlords obtain Master  
197 Tenant’s prior consent, which consent shall not be unreasonably withheld, and so long as the  
198 total amount of Rent for all of the Healthcare Facilities in the aggregate shall not be decreased.

199 **8. Compliance with HUD Insurance Requirements.** The Master Tenant agrees to  
200 procure and maintain, and cause the Operators to procure and maintain, the insurance coverages  
201 required pursuant to the Loan Documents and Program Obligations. Annually, Master Tenant  
202 shall provide, or cause each Operator to provide, to First Lender and Lender, a Certification of

203 Compliance with HUD's professional liability insurance requirements. Insurance proceeds and  
204 the proceeds of any condemnation award or other compensation paid by reason of a conveyance  
205 in lieu of the exercise of such power, with respect to a Healthcare Facility or any portion thereof  
206 shall be applied in accordance with the terms of the Loan Documents and Program Obligations.  
207 The decision to repair, reconstruct, restore or replace the Healthcare Facility following a casualty  
208 or condemnation shall be subject to the terms of the Loan Documents and Program Obligations.

209 **9. Ownership of the FF&E, and Transfer of Personal Property**

210 a. Master Tenant agrees that during the term of the Master Lease and/or Sublease, as  
211 applicable, Master Tenant shall not remove and shall not permit any Operator to remove, any  
212 FF&E from a Healthcare Facility, except in the ordinary course of business.

213 b. At the termination of the Master Lease and/or Sublease, as applicable, the  
214 Landlords shall have the right to purchase the Master Tenant's or Operator's personal property  
215 located at the applicable Healthcare Facility at book value. To the extent any of the personal  
216 property is subject to an equipment lease, the Landlords shall have the right to cause Master  
217 Tenant or Operators to pay in full all obligations under such equipment leases, or to assume  
218 some or all of such equipment leases at Landlords' sole cost and expense and at no additional  
219 liability to Master Tenant. Master Tenant shall sign and deliver or cause Operator to sign or  
220 deliver, as applicable, to Landlords any document that may be reasonably necessary to transfer  
221 any leased property back to the Landlords.

222  
223 **10. Provider Agreements.** Master Tenant shall require that each Operator shall be  
224 responsible for obtaining and maintaining any necessary provider agreements with Medicaid,  
225 Medicare and other governmental third party payors. Master Tenant shall ensure that each  
226 Operator agrees to furnish HUD, First Lender and Lender with copies of all such provider  
227 agreements and any and all amendments promptly after execution, and additionally, promptly  
228 upon request.

229 **11. Subletting and Assignment.**

230 a. Neither the Master Lease nor any sublease shall be assigned or subleased  
231 in whole or in part (including any transfer of title or right to possession and control of any  
232 Healthcare Facility, or of any right to collect fees or Rents), without the prior written  
233 approval of HUD. The prior written approval of HUD shall be required for (a) any change  
234 in or transfer of the management, operation, or control of any of the Healthcare Facilities or  
235 (b) any change in the ownership of the Master Tenant that requires HUD approval under  
236 HUD's Program Obligations. Landlords and Master Tenant acknowledge that any  
237 proposed assignee or sublessee will be required to execute, as applicable, a Supplemental  
238 Master Tenant Regulatory Agreement or Supplemental Operator Regulatory Agreement  
239 and a Supplemental Master Tenant Security Agreement or Supplemental Operator Security  
240 Agreement, and any and all documents required by HUD and/or First Lender with respect  
241 to the First Mortgage Documents, each in form and substance satisfactory to HUD, as a  
242 prerequisite to any such approval. Any assignment or subletting of any Healthcare Facility  
243 made without such prior approval shall be null and void.

244 b. Master Tenant acknowledges that each Landlord is assigning the Master Lease to  
245 the First Lender and Lender, to further secure that Landlord's obligations to First Lender  
246 and Lender under the applicable Loan Documents. Master Tenant acknowledges that each of  
247 First Lender and Lender is authorized to exercise all rights and remedies available to  
248 Landlord as First Lender and Lender may determine are reasonably necessary to cure a  
249 default by Landlord under any Loan Documents.

250 **12. HUD/FHA Not Subject to Indemnification Requirements.** Notwithstanding  
251 any other provision or term contained in this Master Lease, in the event of an assignment of the  
252 Master Lease to HUD or FHA, neither HUD nor FHA shall have any indemnification obligations  
253 under this Master Lease or any of the Subleases. In addition, any payment obligations of HUD  
254 or FHA pursuant to this Master Lease shall be limited to actual amounts received by HUD or  
255 FHA, and otherwise not prohibited by applicable law or regulation, including without limitation,  
256 the Anti-Deficiency Act, 31 U.S.C. § 1341 et seq.

257 **13. Notices to First Lender, Lender and HUD of Default by Landlord.** Master  
258 Tenant and Landlords agree to copy First Lender, Lender and HUD on all notices of default.  
259 Such copies shall be provided to First Lender, Lender and HUD at the same time and in the same  
260 manner as provided by Master Tenant or Landlords to the other party. Each of First Lender and  
261 Lender shall have the right, but not the obligation, to cure (or cause to be cured) any default by  
262 Landlords under this Master Lease. For the purpose of effecting such cure, Master Tenant grants  
263 the First Lender and Lender such period of time as may be reasonable to enable First Lender and  
264 Lender to cure (or cause to be cured) any default, in addition to the time given to Landlords to  
265 cure the default. In the event of any act or omission of Landlords which would give Master  
266 Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Master  
267 Lease, or to claim a partial or total eviction, Master Tenant shall not exercise such right (i) until  
268 it has given written notice of such act or omission to First Lender, Lender and HUD, and (ii)  
269 unless such act or omission shall be one which is not capable of being remedied by Landlords or  
270 First Lender and Lender within a reasonable period of time, until a reasonable period for  
271 remedying such act or omission shall have elapsed following the giving of such notice and  
272 following the time when First Lender and Lender shall have become entitled under the Loan  
273 Documents in connection therewith, as the case may be, to remedy the same (which reasonable  
274 period shall in no event be less than the period to which Landlords would be entitled under this  
275 Master Lease or otherwise, after similar notice, to effect such remedy).

276 **14. Transfer of Operations.** Upon the expiration or earlier termination of the Master  
277 Lease for any reason whatsoever, the Master Lease shall become and be construed as an absolute  
278 assignment for purposes of vesting in Landlords (or Landlords' designees) all of Master Tenant's  
279 right, title, and interest in and to the following, to the extent assignable by law: (A) the licenses,  
280 any Medicare or Medicaid provider agreements and any CON, (B) all documents, charts,  
281 personnel records, patient records, and other documents relating to the Healthcare Facilities or  
282 operations at the Healthcare Facilities, (C) all existing agreements with residents of the  
283 Healthcare Facilities, and any guarantors of such agreements, and any and all patient trust fund  
284 accounts and (D) all other assignable intangible property not enumerated above that is now or in  
285 the future used in connection with the operation of the Healthcare Facilities. Master Tenant shall  
286 sign and deliver to Landlords any documents that may be reasonably necessary to transfer the  
287 foregoing to Landlords.

288           **15. First Master Tenant and Operator Regulatory Agreements, First Master**  
289 **Tenant and Operator Security Agreements, Master Tenant and Operator Regulatory**  
290 **Agreements, Master Tenant and Operator Security Agreements.** At the time of the closing  
291 of each Loan, the Master Tenant agrees to execute a Master Tenant Regulatory Agreement and a  
292 Master Tenant Security Agreement, and to cause each Operator to execute the applicable  
293 Operator Regulatory Agreement and the applicable Operator Security Agreement, and other  
294 applicable documents evidencing the Lender’s security interest in the collateral of the Master  
295 Tenant and each Operator. The Master Tenant agrees to comply with its obligations under the  
296 First Master Tenant Regulatory Agreement, Master Tenant Regulatory Agreement, First Master  
297 Tenant Security Agreement and the Master Tenant Security Agreement, and agrees that a default  
298 by the Master Tenant under the Master Tenant Regulatory Agreement or Master Tenant Security  
299 Agreement shall be deemed to be a default of this Master Lease. Therefore, pursuant to Program  
300 Obligations and the terms of the Master Tenant Regulatory Agreement, upon any event of  
301 default of the Master Tenant Regulatory Agreement or any event of default of any Operator  
302 Regulatory Agreement relating to any Healthcare Facility, upon the completion of any applicable  
303 notice and cure periods, Landlords shall immediately upon written request from HUD terminate  
304 this Master Lease without any penalty to Landlords.

305           **16. Master Tenant Cooperation.** Master Tenant agrees to cooperate with  
306 Landlords in providing, and upon request by Landlords, First Lender, Lender, or HUD, Master  
307 Tenant shall provide or cause its Operators to provide, such documents, information, financial  
308 reports, and other items as may be required by First Lender, Lender or HUD. When applicable,  
309 Master Tenant agrees to execute, and cause the Operators to execute, subordination  
310 agreements in form and substance required by First Lender, Lender or HUD. Master Tenant  
311 further agrees to cooperate with Landlords and with its lender(s) who are processing and will  
312 be making Loans to Landlords.

313           **17. Compliance with Healthcare Requirements.** Master Tenant shall use, or shall  
314 cause the Operators to use, the Healthcare Facilities solely for Approved Uses and for no other  
315 purposes . On or before the master lease commencement date, Master Tenant or Operators shall  
316 have acquired, and thereafter Master Tenant or Operators, shall maintain all licenses, certificates,  
317 accreditations, approvals, permits, variances, waivers, provider agreements and other  
318 authorizations needed to operate the Healthcare Facilities for Approved Uses.

319           **18. Counterpart Signatures.** This Addendum may be executed in counterparts.

320           **19.** This Addendum shall be governed by the laws of the State of **[Insert governing**  
321 **law from Master Lease]** without giving effect to conflicts of laws principles.

322  
323           **20. Third Party Beneficiaries.** HUD and Lender are not parties to this Addendum  
324 and have no obligations hereunder; however, HUD and Lender are third party beneficiaries for  
325 the sole purpose of enforcing their rights hereunder.  
326

327

328



329 IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as  
330 of the date first herein above written.

331

332

333

334 MASTER TENANT:

335 *[insert appropriate signature block]*

336

337

338

339

340

341

342 LANDLORDS:

343 *[insert appropriate signature block]*

344

345

346

347

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348

**Schedule 1**

349

**LIST OF HEALTHCARE FACILITIES AND APPROVED USES.**

350

*Insert schedule of Healthcare Facilities, which schedule shall include at least the following information for each Healthcare Facility: name of landlord, name of Healthcare Facility,*

351

*address of Healthcare Facility, operator name, type of Healthcare Facility, number of licensed units/beds, and the county and state where the Healthcare Facility is located.*

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**Schedule 2**

356

**LOANS**

357 *(Insert description of each Loan- for each Healthcare Facility: name of Healthcare Facility,*  
358 *name of Landlord, principal loan amount, Rent attributable to Healthcare Facility.)*

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