**EXHIBIT [\_\_\_]**

**MODIFICATIONS TO SECURITY INSTRUMENT**

**(Seniors Housing – Skilled Nursing – Affiliated Property Operator)**

**(Affiliated Master Lessee)**

The foregoing Security Instrument is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Security Instrument.
2. Page 1 of this Security Instrument is hereby modified by adding the following new paragraph after the first full paragraph:

Borrower and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT AFFILIATED MASTER LESSEE]**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Affiliated Master Lessee**”) **[DRAFTING NOTE: MODIFY AS NECESSARY TO INCLUDE ANY AFFILIATED SUBLESSEE IN THE DEFINITION OF “AFFILIATED MASTER LESSEE”; “OPERATING LEASE” AND “SUBLEASE” ARE TOGETHER DEFINED HEREIN AS “SENIORS HOUSING FACILITY LEASE”]** have entered into that certain [Operating Lease] [Master Lease] [identify applicable document] dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Operating Lease**”) pursuant to which Affiliated Master Lessee is the [master lessee] [managing operator] of the Mortgaged Property. Affiliated Master Lessee represents and warrants that Affiliated Master Lessee is lawfully seized of the Affiliated Master Lessee UCC Collateral and has the right, power and authority to pledge, assign and grant a security interest in the Affiliated Master Lessee UCC Collateral, and that the Affiliated Master Lessee UCC Collateral is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument).

1. Section 1 of the Security Instrument (Defined Terms) is hereby amended by adding the following definitions in the appropriate alphabetical order:

“**Affiliated Master Lessee**” has the meaning set forth in the recitals to this Security Instrument.

“**Affiliated Master Lessee UCC Collateral**” means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Affiliated Master Lessee has any present or hereafter acquired right, title or interest (provided that Affiliated Master Lessee’s grant hereunder shall be limited to the extent such collateral is a part of the Mortgaged Property or attached to, used in connection with or arising from the leasing, management or operation of the Mortgaged Property, including the operation of the Mortgaged Property by Affiliated Master Lessee pursuant to the Seniors Housing Facility Lease).

“**Borrower UCC Collateral**” means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Borrower has any present or hereafter acquired right, title or interest.

“**Contract**” means any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or maintenance of the Mortgaged Property, excluding the Management Agreement and including cash deposited to secure performance by parties of their obligations.

“**Facility Lease Rent**” meansany rent, fees or other sums due or to become due by Master Lessee **[DRAFTING NOTE - ADD IF APPLICABLE: and Sublessee]** to Borrower under a Seniors Housing Facility Lease.

“**License**” means any operating licenses, certificates of occupancy, health department licenses, food service licenses, certificates of need, business licenses, permits, registrations, certificates, authorizations, approvals, legal authority, and similar documents required by applicable laws and regulations for the lawful operation of the Mortgaged Property as a Seniors Housing Facility in the Property Jurisdiction as of the Effective Date or during the Loan Term, including renewals, replacements and additions to any of the foregoing.

“**Seniors Housing Facility Lease**” means, individually and collectively, the Operating Lease and any Sublease.

“**Sublease**” means \_\_\_\_\_\_\_\_\_\_. **[drafting note: ADD DESCRIPTION AND PARTIES IF APPLICABLE]**

1. Section 1 of the Security Instrument (Defined Terms) is hereby amended by deleting and restating in their entirety the definitions of “**Goods**,” “**Indebtedness**,” “**Leases**,” “**Mortgaged Property**,” “**Personalty**,” “**Rents**” and “**UCC Collateral**” to read as follows:

“**Goods**” means all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors, cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements, or related furniture and equipment, any other equipment, supplies or furniture owned by Borrower or Affiliated Master Lessee and leased to any third party service provider or any lessee, operator or manager of the Land or the Improvements; and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements; together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions of the foregoing, and the proceeds thereof (cash and non-cash including insurance proceeds).

“**Indebtedness**” means the principal of, interest on, and all other amounts due at any time under the Note, the Loan Agreement, this Security Instrument, or any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Borrower or Property Operator or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Borrower or Property Operator under the Loan Documents (other than the Environmental Indemnity Agreement), including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

“**Leases**” means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), any residency, occupancy, admission and care agreements pertaining to residents of the Mortgaged Property and any Seniors Housing Facility Lease, and all modifications, extensions or renewals thereof.

“**Mortgaged Property**” means **[DRAFTING NOTE: INSERT IF MORTGAGED PROPERTY IS IN TEXAS –** the Land, the Improvements, and**]** all of Borrower’s and Affiliated Master Lessee’s present and hereafter acquired right, title and interest, if any, in and to all of the following:

(a) **[DRAFTING NOTE: FOR ALL STATES OTHER THAN TEXAS –** the Land;**]** **[DRAFTING NOTE: FOR TEXAS –** [intentionally deleted;]**]**

(b) **[DRAFTING NOTE: FOR ALL STATES OTHER THAN TEXAS –** the Improvements;**]** **[DRAFTING NOTE: FOR TEXAS –** [intentionally deleted;]**]**

(c) the Personalty;

(d) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights‑of‑way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Borrower or Affiliated Master Lessee obtained the insurance pursuant to Lender’s requirements;

(f) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property entered into by Borrower or Affiliated Master Lessee now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan and, if Borrower or Affiliated Master Lessee is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(j) Imposition Deposits;

(k) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(l) resident and tenant security deposits, entrance fees, application fees, processing fees, community fees and any other amounts or fees paid by any resident or tenant upon execution of a Lease;

(m) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; provided, however, that the name “**[BORROWER TRADE NAME(S)]**” and associated trademark rights (collectively, the “**Brand Rights**”) are not assigned to Lender, subject to the following: Borrower and Affiliated Master Lessee each agrees that if any signage or other materials bearing the Brand Rights exist on the Mortgaged Property on the date Lender acquires the Mortgaged Property through a Foreclosure Event, then Lender shall have an irrevocable license, coupled with an interest and for which consideration has been paid and received, to use the signage and materials bearing the Brand Rights then existing on the Mortgaged Property in connection with operating the Mortgaged Property for a period not to exceed one hundred eighty (180) days after the date Lender acquires the Mortgaged Property through a Foreclosure Event;

(n) Collateral Accounts and all Collateral Account Funds;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(p) all oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals and mineral interests with which any of the foregoing interests or estates are pooled or unitized;

(q) all payments due, or received, from residents, second party charges added to base rental income, base or additional meal sales, commercial operations located on the Mortgaged Property or provided as a service to the residents of the Mortgaged Property, rental from guest suites, seasonal lease charges, furniture leases, and laundry services, and any and all other services provided to residents in connection with the Mortgaged Property, and any and all other personal property on the Mortgaged Property, excluding personal property owned by residents of the Mortgaged Property (other than Personalty owned by Borrower or Affiliated Master Lessee);

(r) subject to applicable law and regulations, all Licenses and Contracts relating to the operation and authority to operate the Mortgaged Property as a Seniors Housing Facility;

(s) all Third Party Payments arising from the operation of the Mortgaged Property as a Seniors Housing Facility;

(t) all Accounts; and

(u) Borrower’s interest in all Facility Operating Agreements.

“**Personalty**” means all Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements; all other intangible property and rights relating to the ownership, operation or management of, or used in connection with, the Land or the Improvements including all governmental permits relating to any activities on the Land; all personal property used in connection with the ownership, operation or management of the Mortgaged Property as a Seniors Housing Facility including all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements, or related furniture and equipment, and any other equipment, supplies or furniture owned by Borrower or Affiliated Master Lessee and leased to any third party service provider or any lessee, operator or manager of the Land or the Improvements; together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions to any of the foregoing, and the proceeds thereof (cash and non-cash including insurance proceeds).

“**Rents**” means all rents (whether from residential or non-residential space), revenues and other income from the Land or the Improvements, including rent paid under any Seniors Housing Facility Lease, subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, furniture rental income, and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and tenant security deposits, entrance fees (if any), application fees, processing fees, community fees, late fees and any other amounts or fees paid by any resident or tenant, together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Mortgaged Property, and the right to Third Party Payments (other than payments by a Governmental Authority or a Managed Care Organization under a Medicaid/Medicare Provider Agreement) due for the rents or services of residents at the Mortgaged Property.

“**UCC Collateral**” means, individually and collectively, the Borrower UCC Collateral and the Affiliated Master Lessee UCC Collateral.

1. Section 2 (Security Agreement; Fixture Filing) of the Security Instrument is hereby deleted in its entirety and replaced with the following in lieu thereof:

**2. Security Agreement; Fixture Filing.**

(a) To secure to Lender, the repayment of the Indebtedness, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower and Affiliated Master Lessee contained in the Loan Documents, Borrower and Affiliated Master Lessee each hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral (to the extent each has an interest therein). This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a “fixture filing” in accordance with the UCC. Borrower and Affiliated Master Lessee each hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Borrower or Affiliated Master Lessee. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Lender’s other remedies. For purposes of the UCC, the debtor is Borrower and Affiliated Master Lessee and the secured party is Lender. The name and address of the debtor and secured party are set forth after Borrower’s and Affiliated Master Lessee’s signature below which are the addresses from which information on the security interest may be obtained.

(b) Borrower represents and warrants that: (1) Borrower maintains its chief executive office at the location set forth after Borrower’s signature below, and Borrower will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Borrower is the record owner of the Mortgaged Property; (3) Borrower’s state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Borrower’s exact legal name is as set forth on Page 1 of this Security Instrument; (5) Borrower’s organizational identification number, if applicable, is as set forth after Borrower’s signature below; (6) Borrower is the owner of the Borrower UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (7) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (8) no financing statement covering any of the Borrower UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(c) Affiliated Master Lessee represents and warrants that: (1) Affiliated Master Lessee maintains its chief executive office at the location set forth after Affiliated Master Lessee’s signature below, and Affiliated Master Lessee will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Affiliated Master Lessee’s state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (3) Affiliated Master Lessee’s exact legal name is as set forth on Page 1 of this Security Instrument; (4) Affiliated Master Lessee’s organizational identification number, if applicable, is as set forth after Affiliated Master Lessee’s signature below; (5) Affiliated Master Lessee is the owner of the Affiliated Master Lessee UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (6) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (7) no financing statement covering any of the Affiliated Master Lessee UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(d) All property of every kind acquired by Borrower after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, mortgages, deeds to secure debt, security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

(e) All property of every kind acquired by Affiliated Master Lessee with respect to the Mortgaged Property after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Affiliated Master Lessee and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Affiliated Master Lessee shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

1. Section 3 (Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession) of the Security Instrument is hereby deleted in its entirety and replaced with the following in lieu thereof:

**3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.**

(a) Borrower and Affiliated Master Lessee each absolutely and unconditionally assigns and transfers to Lender all Leases and Rents as part of the consideration for (1) with respect to Borrower, the Indebtedness, and (2) with respect to Affiliated Master Lessee, approval of the Seniors Housing Facility Lease. It is the intention of Borrower and Affiliated Master Lessee to establish present, absolute and irrevocable transfers and assignments to Lender of all Leases and Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower or Affiliated Master Lessee. Borrower, Affiliated Master Lessee and Lender intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Borrower and Affiliated Master Lessee, in such circumstance, that this Security Instrument create and perfect a lien on each of the Leases and Rents in favor of Lender, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Borrower and Affiliated Master Lessee shall have a revocable license to exercise all rights, power and authority granted to Borrower under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, other than a Seniors Housing Facility Lease, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and to apply all Rents to pay (1) with respect to Borrower, the Monthly Debt Service Payments and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and (2) with respect to Affiliated Master Lessee, the Facility Lease Rent, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Borrower and Affiliated Master Lessee free and clear of, and released from, Lender’s rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Borrower and Affiliated Master Lessee pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Borrower or Affiliated Master Lessee under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Borrower and Affiliated Master Lessee each authorizes Lender to collect, sue for and compromise Rents and directs each resident or tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Borrower and Affiliated Master Lessee shall, upon Borrower’s or Affiliated Master Lessee’s receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Borrower and Affiliated Master Lessee each hereby irrevocably authorizes Lender to give, notice to all residents or tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No resident or tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no resident or tenant shall be obligated to pay to Borrower or Affiliated Master Lessee any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each resident or tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, at Lender’s option, Lender is further authorized to give notice to all Third Party Payment payors (other than a Governmental Authority or a Managed Care Organization payor under a Medicaid/Medicare Provider Agreement), instructing them to pay all Third Party Payments to Lender which would be otherwise paid to Borrower, to the extent permitted by law. In the case of Third Party Payments by a Governmental Authority or a Managed Care Organization under a Medicaid/Medicare Provider Agreement, Lender and Borrower have executed a depositary agreement dated as of the Effective Date which establishes special procedures for the receipt and disposition of the Third Party Payments.

(e) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender’s security or the solvency of Borrower or Affiliated Master Lessee, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Borrower or Affiliated Master Lessee and Borrower’s or Affiliated Master Lessee’s agents and employees therefrom, in order to perform all acts that Lender, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox arrangement, cash management arrangement or depositary agreement, at Lender’s election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for management, operation or maintenance of the Mortgaged Property or providing for good or services at or otherwise in connection with the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(f) Notwithstanding any other right provided Lender under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender’s security or Borrower’s or Affiliated Master Lessee’s solvency, and without the necessity of giving prior notice (oral or written) to Borrower or Affiliated Master Lessee, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in Section 3. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower and Affiliated Master Lessee, each by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Borrower and Affiliated Master Lessee each consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing or operating the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender’s entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Borrower and Affiliated Master Lessee and each of their representatives from the Mortgaged Property.

(g) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under any Loan Document or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Lender’s actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

(1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);

(2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or

(3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

(h) The execution of this Security Instrument shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower and/or Affiliated Master Lessee, prior to such actual entry and taking possession and control by Lender of the Land and Improvements. Borrower and Affiliated Master Lessee acknowledge and agree that the exercise by Lender of any of the rights conferred in this Security Instrument shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

(i) Lender shall be liable to account only to Borrower and Affiliated Master Lessee only for Rents actually received by Lender. Lender shall not be liable to Borrower or Affiliated Master Lessee, anyone claiming under or through Borrower, Affiliated Master Lessee or anyone having an interest in the Mortgaged Property by reason of any act or omission of Lender under this Section 3, and Borrower and Affiliated Master Lessee each hereby releases and discharges Lender from any such liability to the fullest extent permitted by law, provided that Lender shall not be released from liability that occurs as a result of Lender’s gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall be added to, and become a part of, the principal balance of the Indebtedness (and secured by this Security Instrument), be immediately due and payable, and bear interest at the Default Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Lender or the receiver, and any application of Rents as provided in this Security Instrument, shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Security Instrument or any Loan Document.

1. Section 4 (Protection of Lender’s Security) is hereby deleted in its entirety and replaced with the following in lieu thereof:

**4. Protection of Lender’s Security.**

If Borrower or Affiliated Master Lessee fails to perform any of its obligations under this Security Instrument or any other Loan Document, or any action or proceeding is commenced that purports to affect the Mortgaged Property, Lender’s security, rights or interests under this Security Instrument or any Loan Document (including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Environmental Laws, fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), Lender may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an Event of Default or whether directly or to any receiver for the Mortgaged Property, as Lender reasonably deems necessary to perform such obligations of Borrower or Affiliated Master Lessee and to protect the Mortgaged Property or Lender’s security, rights or interests in the Mortgaged Property or the Mortgage Loan, including:

(a) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants;

(b) entering upon the Mortgaged Property to make repairs or secure the Mortgaged Property;

(c) obtaining (or force-placing) the insurance required by the Loan Documents;

(d) paying any amounts required under any of the Loan Documents that Borrower has failed to pay; and

(e) paying for any required licensing fees, permits, or other expenses related to the operation of the Mortgaged Property as a Seniors Housing Facility by or on behalf of Lender, any fines or penalties that may be assessed against the Mortgaged Property, paying any costs incurred to bring the Mortgaged Property into full compliance with applicable codes and regulatory requirements, and paying any fees or costs related to Lender’s employment of any Property Operator or service provider for the Mortgaged Property.

Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Lender to incur any expense or take any action.

1. A new Section [\_\_\_] is hereby added to the Security Instrument as follows:

**[\_\_]. Subordination of Seniors Housing Facility Lease.**

Any Seniors Housing Facility Lease is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of this Security Instrument and the other Loan Documents, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances heretofore made or which may hereafter be made pursuant to this Security Instrument (including all sums advanced for the purposes of (a) protecting or further securing the lien of this Security Instrument, curing defaults by Borrower under the Loan Documents or for any other purposes expressly permitted by this Security Instrument or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

**[Remainder of Page Intentionally Blank]**

**[DRAFTING NOTE: ANY AFFILIATED MASTER LESSEE MUST SIGN THIS PAGE]**

Affiliated Master Lessee hereby joins into this Security Instrument, as if it were otherwise an original party hereunder. Affiliated Master Lessee hereby ratifies and agrees to be bound by all of the covenants, terms, conditions, and provisions contained in this Security Instrument as they relate to such Affiliated Master Lessee including assignment of rents and leases. Each Affiliated Master Lessee hereby acknowledges, agrees and confirms that, by its execution below, such Affiliated Master Lessee will be deemed to be a party to this Security Instrument as an “Affiliated Master Lessee” or a “Property Operator,” as applicable, for all purposes under this Security Instrument, and shall have assumed all of the obligations of “Affiliated Master Lessee” hereunder as if it had executed the Security Instrument.

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| **AFFILIATED MASTER LESSEE**: |
| By: (SEAL)Name: Title:  |
| The name, chief executive office and organizational identification number of Affiliated Master Lessee (as Debtor under any applicable Uniform Commercial Code) are:Debtor Name/Record Owner: Debtor Chief Executive Office Address:   Debtor Organizational ID Number: **[INSERT AFFILIATED MASTER LESSEE NOTICE ADDRESS IF DIFFERENT]** |

**[ADD NOTARY/ACKNOWLEDGMENT FOR AFFILIATED MASTER LESSEE IN RECORDABLE FORM AND AS REQUIRED UNDER APPLICABLE LAW]**

**[DRAFTING NOTE: IN THE EVENT LENDER DETERMINES THAT ANY UCC COLLATERAL AT THE MORTGAGED PROPERTY IS OWNED BY AN AFFILIATED PROPERTY MANAGER AND SHOULD BE PLEDGED AS SECURITY FOR THE MORTGAGE LOAN, THIS FORM MUST ALSO BE ATTACHED TO THE SECURITY INSTRUMENT (IN ADDITION TO THE FOREGOING 6310.SRS.SN.AFF FOR ANY AFFILIATED MASTER LESSEE, IF APPLICABLE).]**

**EXHIBIT [\_\_\_]**

**MODIFICATIONS TO SECURITY INSTRUMENT**

**(Seniors Housing – Affiliated Property Operator)**

**(Affiliated Property Manager)**

The foregoing Security Instrument is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Security Instrument.

Borrower and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT AFFILIATED PROPERTY MANAGER]**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Affiliated Property Manager**”) have entered into that certain [Property Management Agreement] [identify applicable document] dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Management Agreement**”) pursuant to which Affiliated Property Manager is the property manager of the Mortgaged Property. Affiliated Property Manager represents and warrants that Affiliated Property Manager is lawfully seized of the Affiliated Property Manager UCC Collateral and has the right, power and authority to pledge, assign and grant a security interest in the Affiliated Property Manager UCC Collateral, and that the Affiliated Property Manager UCC Collateral is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument).

1. Section 1 of the Security Instrument (Defined Terms) is hereby amended by adding the following definitions in the appropriate alphabetical order:

“**Affiliated Property Manager UCC Collateral**” means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Affiliated Property Manager has any present or hereafter acquired right, title or interest (provided that Affiliated Property Manager’s grant hereunder shall be limited to the extent such collateral is a part of the Mortgaged Property or attached to, used in connection with or arising from the leasing, management or operation of the Mortgaged Property, including the management of the Mortgaged Property by Affiliated Property Manager pursuant to the Management Agreement).

1. The following definitions are hereby amended as follows:
	1. The definitions of “**Goods**,” and “**Personalty**,” are amended to add “and Affiliated Property Manager” after “Borrower”.
	2. The definition of “**Mortgaged Property**” is hereby amended by adding “and Affiliated Property Manager” after “Borrower” in the first sentence and subsections (e), (g), (i), (m), and (q) thereof.
	3. The definition of “**UCC Collateral**” is hereby amended to add the following to the end thereof: “and any Affiliated Property Manager UCC Collateral”.
2. Section 2 (Security Agreement; Fixture Filing) of the Security Instrument is hereby amended to add the following to the end thereof:

[(\_\_)] In addition to the foregoing, to further secure to Lender, the repayment of the Indebtedness, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower and Affiliated Property Manager contained in the Loan Documents, Affiliated Property Manager each hereby pledges, assigns, and grants to Lender a continuing security interest in the Affiliated Property Manager UCC Collateral (to the extent each has an interest therein). Affiliated Property Manager each hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Affiliated Property Manager. For purposes of the UCC, the additional debtor is Affiliated Property Manager and the secured party is Lender. The name and address of each debtor and secured party are set forth after the signatures which are the addresses from which information on the security interest may be obtained.

[(\_\_)] Affiliated Property Manager represents and warrants that: (1) Affiliated Property Manager maintains its chief executive office at the location set forth after Affiliated Property Manager’s signature below, and Affiliated Property Manager will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Affiliated Property Manager’s state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (3) Affiliated Property Manager’s exact legal name is as set forth on Page 1 of this Security Instrument; (4) Affiliated Property Manager’s organizational identification number, if applicable, is as set forth after Affiliated Property Manager’s signature below; (5) Affiliated Property Manager is the owner of the Affiliated Property Manager UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (6) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (7) no financing statement covering any of the Affiliated Property Manager UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

[(\_\_)] All property of every kind acquired by Affiliated Property Manager with respect to the Mortgaged Property after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Affiliated Property Manager and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Affiliated Property Manager shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

1. Section 4 (Protection of Lender’s Security) is hereby amended by adding “and Affiliated Property Manager” in each case after “Borrower”.

**[Remainder of Page Intentionally Blank]**

**[DRAFTING NOTE: ANY AFFILIATED PROPERTY MANAGER MUST SIGN THIS PAGE]**

Affiliated Property Manager hereby joins into this Security Instrument, as if it were otherwise an original party hereunder. Affiliated Property Manager hereby ratifies and agrees to be bound by all of the covenants, terms, conditions, and provisions contained in this Security Instrument as they relate to such Affiliated Property Manager including assignment of rents and leases. Each Affiliated Property Manager hereby acknowledges, agrees and confirms that, by its execution below, such Affiliated Property Manager will be deemed to be a party to this Security Instrument as an “Affiliated Property Manager” or a “Property Operator,” as applicable, for all purposes under this Security Instrument, and shall have assumed all of the obligations of “Affiliated Property Manager” hereunder as if it had executed the Security Instrument.

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| **AFFILIATED PROPERTY MANAGER**: |
| By: (SEAL)Name: Title:  |
| The name, chief executive office and organizational identification number of Affiliated Property Manager (as Debtor under any applicable Uniform Commercial Code) are:Debtor Name/Record Owner: Debtor Chief Executive Office Address:   Debtor Organizational ID Number: **[INSERT AFFILIATED PROPERTY MANAGER NOTICE ADDRESS IF DIFFERENT]** |

**[ADD NOTARY/ACKNOWLEDGMENT FOR AFFILIATED PROPERTY MANAGER IN RECORDABLE FORM AND AS REQUIRED UNDER APPLICABLE LAW]**