[DRAFTING NOTE: Use this form to secure collateral for the Mortgage Loan that consists of Medicaid Receivables from Federal or State agencies. BORROWER, LENDER, BANK AND PROPERTY OPERATOR (IF PROPERTY OPERATOR IS THE ENTITY RECEIVING MEDICAID RECEIVABLES FOR SERVICES AT THE MORTGAGED PROPERTY) SHALL ALSO ENTER INTO A GOVERNMENT RECEIVABLES COLLECTION ACCOUNT AGREEMENT (FORM 6471.SRS).]

GOVERNMENT RECEIVABLES DEPOSITARY AGREEMENT

(Seniors Housing)

This GOVERNMENT RECEIVABLES DEPOSITARY AGREEMENT (this “**Agreement**”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is executed by and among (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”), (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Bank**”), [and] (iii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”) [or “**Provider**”] **[DRAFTING NOTE: ADD or “Provider” IF BORROWER IS THE ENTITY RECEIVING MEDICAID REIMBURSEMENT UNDER A PROVIDER AGREEMENT FOR SERVICES AT THE MORTGAGED PROPERTY]**, **[**and (iv) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Provider**”)]. [**DRAFTING NOTE: IF BORROWER IS NOT THE PROVIDER, INSERT THE APPLICABLE PROPERTY OPERATOR ENTITY RECEIVING MEDICAID RECEIVABLES FOR SERVICES AT THE MORTGAGED PROPERTY]**

**RECITALS**:

A. Borrower is the owner of a Seniors Housing Facility, commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Mortgaged Property**”), where Provideris the entity that receives Government Receivables (as defined herein) in return for services provided to Medicaid beneficiaries at the Mortgaged Property.

B. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Lender has agreed to make a loan to Borrower in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_) (the “**Mortgage Loan**”), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”).

C. Pursuant to the Loan Agreement, the MortgageLoan and the Note are secured by, among other things, a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof, which encumbers the Mortgaged Property (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”; the Loan Agreement, the Note, the Security Instrument, and all other documents evidencing or securing the Mortgage Loan, the “**Loan Documents**”).

**[**D. **DRAFTING NOTE: INSERT IF PROPERTY OPERATOR IS THE PROVIDER HEREUNDER AND THE RECIPIENT OF THE MEDICAID RECEIVABLES.** Provider is the [property manager] [master lessee] [sublessee] of the Mortgaged Property pursuant to that certain [Operating Lease] [Master Lease] [Sublease] [Management Agreement] [**Identify applicable document**] dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, between Borrower and Provider. Provider has agreed to collateralize the Mortgage Loan by granting a security interest in the Government Receivables as collateral security to the extent permitted by 42 U.S.C. 1395g (c) and 1396a (a) (32) and related regulations (collectively, the “**Anti-Assignment Rules**”).**]**

**[IF BORROWER IS THE RECIPIENT OF MEDICAID RECEIVABLES, REPLACE D ABOVE WITH:** D. Pursuant to the Security Instrument, Borrower as Provider has agreed to collateralize the Mortgage Loan by granting a security interest in the Government Receivables as collateral security to the extent permitted by 42 U.S.C. 1395g (c) and 1396a (a) (32) and related regulations (collectively, the “**Anti-Assignment Rules**”).]

E. [**DRAFTING NOTE: INSERT IF BORROWER IS THE PROVIDER:** In connection with the performance of its obligations under the Security Instrument,**]** Provider desires to establish the Lender Account (as defined herein) with Bank for the benefit of Lender.

F. This Agreement is intended to assure, among other things, that Lender has control over the funds swept from the Provider Lockbox Account (as defined herein) to the Lender Account pursuant to the Government Receivables Collection Account Agreement (as defined herein).

G. The parties wish to set forth the procedures for administering the Lender Account.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower, **[DRAFTING NOTE: INSERT IF PROPERTY OPERATOR IS THE PROVIDER:** Provider**]**, Bank and Lender agree as follows:

**AGREEMENTS:**

# Recitals.

The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Agreement.

# Defined Terms.

Capitalized terms used and not specifically defined herein shall have the meanings given to such terms in the Loan Agreement. In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“**Access Termination Notice**” has the meaning set forth in Section 4 of this Agreement.

“**Account Agreement**” means the agreement between Provider and Bank in the form customarily required by Bank, establishing the Lender Account.

“**Governmental Entity**” means the United States of America, any state, any political subdivision of a state and any agency or instrumentality of the United States of America or any state or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government. Payments from Governmental Entities shall include, among other payments, payments under Medicaid as defined in 42 CFR Section 400.200, as amended from time to time.

“**Government Receivables**” means all rights of Provider to reimbursement under the Medicaid Program from a Governmental Entity and/or Managed Care Organization and all funds or payments reimbursed thereunder.

“**Government Receivables Collection Account Agreement**”means that certain Government Receivables Collection Account Agreement between the parties hereto dated as of the date hereof providing for the Provider Lockbox Account.

“**Lender Account**” means the account identified on Exhibit A open with Bank and established by Provider and Loan Servicer in the name of Provider, which shall be controlled by Lender as provided herein.

“**Loan Servicer**” means the entity that from time to time is designated by Lender to collect payments and deposits and receive notices under the Loan Documents, and otherwise service the Mortgage Loan for the benefit of Lender. Unless the parties receive notice to the contrary, Loan Servicer is Lender.

“**Property Jurisdiction**” means the state in which the Mortgaged Property is located.

“**Provider Lockbox Account**” means the account identified on Exhibit A opened with Bank pursuant to the Government Receivables Collection Account Agreement.

“**Provider Lockbox Account Funds**” means all collected funds on deposit in the Provider Lockbox Account at any given time.

“**Revocation Notice**”has the meaning given in the Government Receivables Collection Account Agreement.

# Lender Account; Security Interest.

Provider and Lender each requests Bank to open, and Bank agrees to open, the Lender Account with Bank. Lender and Provider agree that Government Receivables and all funds on deposit in the Lender Account shall collateralize all obligations under the Loan Documents, and Provider grants Lender a security interest in the Government Receivables and the funds on deposit in the Lender Account. Moreover, Provider grants Lender a security interest in the Lender Account, and this Agreement constitutes written notice by Lender to Bank of Lender’s security interest in the Lender Account.

# Lender Control of Lender Account; Provider Access.

* 1. Bank, Lender and Provider each agree that Bank will comply with instructions given by Lender directing disposition of funds in the Lender Account without further consent by Provider. Except as otherwise required by law, Bank will not agree with any third party to comply with instructions for disposition of funds in the Lender Account originated by such third party. Notwithstanding the foregoing, Lender agrees that Provider shall be allowed access to the Lender Account and the funds therein until Bank receives written notice from Lender directing that Provider’s access to the Lender Account and the funds therein be terminated (an “**Access Termination Notice**”) in the form attached hereto as Exhibit B. Bank shall terminate Provider’s access to the Lender Account and the funds therein effective as of the close of business on the business day on which Bank receives the Access Termination Notice, provided that Bank receives the Access Termination Notice before 11:00 a.m. local time. If the Bank receives the Access Termination Notice after 11:00 a.m. local time, Bank shall terminate Provider’s access to the Lender Account and the funds therein effective as of 11:00 a.m. local time on the following business day. Provider irrevocably authorizes Bank to comply with an Access Termination Notice and agrees that Bank shall follow Lender’s disposition instructions with respect to the Lender Account, including instructions to pay all amounts therein to Lender or its assigns and that upon receipt by Bank of an Access Termination Notice, Provider shall have no further access to the Lender Account or the funds therein.
	2. Nothing in this Agreement shall obligate Lender to apply all or any portion of the Lender Account to cure any Event of Default under the Loan Documents or to reduce the Indebtedness.

# Daily Transfer of Funds to Lender Account.

* 1. On each banking day, so long as a Revocation Notice is not in effect, Provider instructs Bank to transfer by wire transfer, on a daily basis (at times selected by Bank in Bank’s sole discretion), the Provider Lockbox Account Funds to the Lender Account, together with a daily statement detailing transactions in the Provider Lockbox Account and copies of checks deposited in the Provider Lockbox Account. Furthermore, Bank agrees, at the telephone request of Lender on any business day, to make available to Lender a report showing the opening available balance on the Lender Account as of the beginning of such business day, by a transmission method determined in Bank’s sole discretion. Provider expressly consents to this transmission of information. Upon written request from Lender, Bank will send Lender duplicate copies of all periodic statements sent to Provider on the Lender Account.
	2. Nothing in this Agreement shall obligate Lender to apply all or any portion of the Lender Account to cure any Event of Default under the Loan Documents or to reduce the indebtedness evidenced by the Note.

# Other Duties of Provider and Lender; Conflicting Instructions.

* 1. Provider shall notify Loan Servicer and Lender concurrently with notification to Bank of any Revocation Notice. Bank shall use its best efforts to notify Loan Servicer and Lender of: the receipt by Bank of any Revocation Notice, any request by Provider to change the authorized signatories or applicable addresses for the Lender Account, or to close the Lender Account, or upon the imposition or attempted imposition of any lien, security interest or other encumbrance on the Lender Account.
	2. In the event Bank receives conflicting requests or instructions from the parties with respect to the Lender Account, Bank shall comply with the requests or instructions from Lender. Bank shall use its best efforts to notify Loan Servicer of its course of action in any such case.

# Limitation of Duties; Limitation on Liability.

* 1. Provider and Lender acknowledge and agree that the Lender Account shall be governed by and subject to all of the terms and conditions of the Account Agreement. Bank undertakes to perform only such duties as are expressly set forth herein. Notwithstanding any other provision of this Agreement or the Account Agreement to the contrary, the parties agree that Bank shall not be liable for any action taken by it or any of its directors, officers, agents or employees in accordance with this Agreement except for its or their own gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final non-appealable court order. In no event shall Bank be liable for losses or delays resulting from force majeure, or other causes beyond Bank’s reasonable control.
	2. In no event shall Bank be liable for lost profits, consequential, special, indirect, incidental or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability or other legal or equitable theory and regardless of whether Bank has been advised of the possibility of such damages.

# INDEMNITY.

PROVIDER HEREBY AGREES TO PAY, INDEMNIFY AND HOLD BANK HARMLESS FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) WITH RESPECT TO THE PERFORMANCE OF THIS AGREEMENT BY BANK OR ANY OF BANK’S DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, UNLESS ARISING FROM ITS OR THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A COURT OF COMPETENT JURISDICTION PURSUANT TO A FINAL NON-APPEALABLE COURT ORDER. Notwithstanding any provision to the contrary, should Provider fail to reimburse Bank for any amounts to which it is due pursuant to this Section 8 within five (5) days of written notice of demand, Bank shall have the right to deduct any such amounts from the Lender Account unless prohibited by applicable law.

# Waiver of Right of Set-Off, Returned Items, Fees, Waiver.

Except as provided in Section 8 above and this Section 9, Bank hereby waives, with respect to all of its existing and future claims against Provider, all existing and future rights of setoff and banker’s liens against the Lender Account. However, notwithstanding any language in this Agreement to the contrary, Bank shall be permitted: to debit the Lender Account for returned deposit items (to the extent previously credited to such account), other uncollected items, erroneously posted items, costs incurred in connection with the performance of the terms and provisions of this Agreement, and costs incurred in maintaining the Lender Account including, without limitation, Bank’s usual and customary charges for services provided in connection with the Lender Account, and to honor all judicial process concerning the Lender Account. In the event there are not sufficient funds in the Lender Account to pay such amounts, or if applicable law prohibits such charges or offsets against the Lender Account then Provider agrees to pay Bank within five (5) days of written notice of demand all service charges, fees, expenses (including reasonable attorneys’ fees of Bank actually incurred in connection with enforcement of the obligations hereunder) and other items normally chargeable to the Lender Account, and the amount of items deposited in or credited to the Lender Account which are returned for any reason, or otherwise not collected.

# No Lien.

Bank represents, warrants and covenants that as of the date of delivery of this Agreement, it has not received any notice of any claim, lien, security interest or other encumbrance relating to the Lender Account, and Borrower [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** and Provider] represent, warrant and covenant that as of the date of delivery of this Agreement, neither has issued any notice of, nor granted, any claim, lien, security interest or other encumbrance relating to the Lender Account, except as contemplated by this Agreement.

# Representations and Warranties.

Each party hereto represents and warrants to the other parties that this Agreement constitutes its duly authorized, legal, valid, binding and enforceable obligation, the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereunder will not constitute or result in a breach of its organizational documents, as applicable, or the provisions of any material contract to which it is a party or by which it is bound or result in the violation of any law, regulation, judgment, decree or governmental order applicable to it, and all approvals and authorizations required to permit the execution, delivery, performance and consummation of this Agreement and the transactions contemplated hereunder have been obtained.

# Loan Servicer.

The parties to this Agreement acknowledge and agree that, except as otherwise provided below, in connection with any provision of this Agreement under which Lender is granted the right to request that Provider, Bank or another party take or refrain from taking certain action, or collect or deliver certain payments, information, documents or instruments, give any instructions or directions or open any accounts, or exercise remedies under this Agreement, Loan Servicer is hereby authorized to act on behalf of, and in the place and stead of, Lender. Any rights of Loan Servicer to act on behalf of Lender pursuant to the preceding sentence shall be terminated as and to the extent determined by Lender upon delivery of notice of such termination by Lender to the parties to this Agreement. Until such time, if any, as Lender shall so deliver such notice of termination, the parties shall be entitled to rely upon the authority of Loan Servicer to act on behalf of Lender as aforesaid.

# Further Assurance.

Each of the parties agree to execute such further documents, including forms relating to opening the Lender Account, as may be necessary or desirable, in the reasonable judgment of Lender or Bank, to further effectuate the purposes of this Agreement.

# Termination; Suspension.

Bank shall be entitled to suspend the performance of any of its duties hereunder if it reasonably believes that compliance therewith may violate the provisions of any applicable law, rule, regulation, order, or regulatory directive. Bank shall provide notice to Provider, Lender and Loan Servicer in the event of any such suspension of its performance. In addition, Bank shall be entitled to terminate this Agreement without cause upon sixty (60) days prior written notice to Borrower, [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** Provider] and Lender, and Lender shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to Bank, Borrower, [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** Provider] and Loan Servicer. In such event, Borrower [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** and Provider each] agree to execute and deliver an agreement in the form of this Agreement with Lender and another bank acceptable to Lender within thirty (30) days of Lender’s request.

# Governing Law.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the jurisdiction governing the Account Agreement; provided, however, if the Account Agreement does not specify a governing jurisdiction this Agreement shall be governed by, and interpreted in accordance with, the laws of the Property Jurisdiction.

# Notice.

* 1. **Process of Serving Notice.**

All notices under this Agreement shall be:

* + 1. in writing and shall be:
			1. delivered, in person;
			2. mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
			3. sent by overnight courier; or
			4. sent by electronic mail with originals to follow by overnight courier;
		2. addressed to the intended recipient at its respective address set forth at the end of this Agreement; and
		3. deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

* 1. **Change of Address.**

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties to this Agreement in accordance with this Section 16.

* 1. **Default Method of Notice.**

Any required notice under this Agreement which does not specify how notices are to be given shall be given in accordance with this Section 16.

* 1. **Receipt of Notices.**

No party shall refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

# Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

# Successors and Assigns.

This Agreement shall be binding upon all parties hereto, their respective successors, transferees and assigns, and shall inure to the benefit of and may be enforced by Lender and its successors, transferees and assigns. Borrower [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** and Provider] shall not assign any of its rights and obligations under this Agreement without the prior written consent of Lender.

# Entire Agreement; Amendments and Waivers.

This Agreement contains the complete and entire understanding of the parties as to its subject matter. No amendment to this Agreement will be valid unless it is made in writing and executed by the parties to this Agreement. No specific waiver or forbearance for any breach of any of the terms of this Agreement shall be considered as a general waiver of that or any other term of this Agreement.

# Relationship of Parties.

Nothing contained in this Agreement shall constitute Lender as a joint venturer, partner or agent of Borrower [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** or Provider], or render Lender liable for any debts, obligations, acts, omissions or representations of Borrower [**DRAFTING NOTE: INSERT IF PROPERTY OPERATOR AND NOT BORROWER IS THE PROVIDER** or Provider] except as provided herein.

# Enforceability.

The determination of invalidity, illegality or unenforceability of any provision of this Agreement, pursuant to judicial decree, shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

# Construction.

* 1. The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.
	2. Any reference in this Agreement to an “Exhibit” or “Schedule” or a “Section” or an “Article” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit or Schedule attached to this Agreement or to a Section or Article of this Agreement. All Exhibits and Schedules attached to or referred to in this Agreement, if any, are incorporated by reference into this Agreement.
	3. Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
	4. Use of the singular in this Agreement includes the plural and use of the plural includes the singular.
	5. As used in this Agreement, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.
	6. Unless otherwise provided in this Agreement, if Lender’s approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender’s sole and absolute discretion.
	7. All references in this Agreement to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
	8. “Lender may” shall mean at Lender’s discretion, but shall not be an obligation.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, Borrower, **[**Provider,**]** Lender, and Bank have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable), each by its duly authorized representative. Where applicable law so provides, Borrower, **[**Provider,**]** Lender, and Bank intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

**BORROWER:**

By: (SEAL)

Name:

Title:

Address:

**[PROVIDER:**

By: (SEAL)

Name:

Title:

Address:

 ]

**BANK:**

By: (SEAL)

Name:

Title:

Address:

**LENDER:**

By: (SEAL)

Name:

Title:

Address:

**EXHIBIT A TO GOVERNMENT RECEIVABLES DEPOSITARY AGREEMENT**

**Provider Lockbox Account**

[Insert Complete Account # and Wiring Instructions]

[Bank]

Account #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ABA #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confirm Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lender Account**

[Insert Complete Account # and Wiring Instructions]

[Bank]

Account #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ABA #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confirm Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B TO GOVERNMENT RECEIVABLES DEPOSITARY AGREEMENT**

[TO BE SUBMITTED ON LENDER’S LETTERHEAD]

[Date]

[Bank]

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

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

Re: Lender Account Access Termination Notice

To Whom It May Concern:

Reference is made to the Government Receivables Depositary Agreement (the “**Agreement**”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, among \_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Borrower[/Provider], [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Provider], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Bank and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Lender. Pursuant to the Agreement, you currently maintain an account in the name of Provider, number \_\_\_\_\_\_\_\_\_\_\_\_ identified as the Lender Account (“**Lender Account**”).

Please be advised that, pursuant to Section 4 of the Agreement, we hereby terminate the Provider’s access to the Lender Account and the funds therein and, effective immediately, you are hereby directed with respect to the Lender Account to follow solely the disposition instructions from Lender.

Our instructions with respect to the disposition of funds and other items received in the Lender Account are as follows:

Very truly yours,

**LENDER:**

By:

Name:

Title: