**SCHEDULE A**

**TO UCC FINANCING STATEMENT**

**(Borrower)**

**(Seniors Housing)**

Debtor: [DEBTOR’S NAME IN ALL CAPITAL LETTERS]

[DEBTOR’S ADDRESS IN ALL CAPITAL LETTERS]

SECURED PARTY: [SECURED PARTY’S NAME IN ALL CAPITAL LETTERS]

[SECURED PARTY’S ADDRESS IN ALL CAPITAL LETTERS]

This financing statement covers all of Debtor’s present and future right, title and interest in and to all of the following property (the “**Collateral Property**”):

1. **Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “**Property**”), including any future replacements, facilities, and additions and other construction on the Property (the “**Improvements**”);

1. **Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property 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 Debtor and leased to any third party service provider or any lessee, operator or manager of the Property 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 Property or the Improvements or is located on the Property 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) (the “**Goods**”);

1. **Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the state in which the Property is located (the “**Property Jurisdiction**”);

1. **Personalty.**

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), 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 Property or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or Collateral Property, and all other intangible property and rights relating to the ownership, management or operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements; all personal property used in connection with the ownership, operation or management of the Property and Improvements 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 Debtor and leased to any third party service provider or any lessee, operator or manager of the Property 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) (the “**Personalty**”);

1. **Other Rights.**

All 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 benefiting the Property 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;

1. **Insurance.**

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

1. **Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Property or Collateral Property, including any awards or settlements resulting from  any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or Collateral Property, whether direct or indirect (a “**Condemnation Action**”),  any damage to the Property or Collateral Property caused by governmental action that does not result in a Condemnation Action, or  the total or partial taking of the Property or any part of the Property or Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

1. **Contracts.**

All contracts, options, and other agreements for the sale of any part of the Property or Collateral Property entered into by Debtor now or in the future,and any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Property or the Improvements, including cash or securities deposited to secure performance by parties of their obligations;

1. **Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property 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 Property or Collateral Property, whether now due, past due, or to become due, any resident and tenant security deposits, entrance fees, application fees, processing fees, community fees, late fees, and any other amounts or fees paid by any resident or tenant upon execution of a Lease, 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 Property or the Improvements, the payments and the right to receive payments from residents or Medicaid programs or similar federal, state or local programs, boards, bureaus or agencies, due for the rents or services of residents at the Property and Improvements, 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 Property or the Improvements or provided as a service to the residents of the 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 Property or the Improvements, and any and all other personal property on the Property or the Improvements, excluding personal property owned by residents of the Property (other than Personalty owned by Debtor) (the “**Rents**”);

1. **Leases.**

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 Property or Collateral Property, or any portion of the Property or Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof, all residency, occupancy, admission, and care agreements pertaining to residents of the Property and Improvements and also specifically, that certain **[DRAFTING NOTE: MODIFY AS NECESSARY -** [Operating Lease] [Master Lease] [Operating Agreement]**]** dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[DRAFTING NOTE: INSERT MASTER LESSEE]** and Debtor, and all modifications, extensions or renewals thereof (collectively, the “**Leases**”); and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

1. **Licenses.**

All 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 Property and Improvements as a seniors housing facility in the Property Jurisdiction, including renewals, replacements and additions to any of the foregoing.

1. **Other.**

All earnings, royalties, accounts receivable, issues, and profits from any part of the Property or Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

1. **Imposition Deposits.**

Deposits held by the Secured Party to pay when due  any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or Collateral Property,  the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require,  taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property or Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and  amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or Collateral Property, to prevent the imposition of liens on the Property or Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably determined from time to time by Secured Party (the “**Impositions**”);

1. **Refunds or Rebates.**

All 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 the Security Instrument is dated);

1. **Names.**

All names under or by which any of the Property or Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or Collateral Property but excluding any rights to the name “**[BORROWER TRADE NAME(S)]**” and associated trademark rights (collectively, the “**Brand Rights**”), provided that Secured Party shall have an irrevocable license, coupled with an interest and for which consideration has been paid and received, to use any signage or other materials bearing the Brand Rights that exist on any of the Property or Collateral Property on the date Secured Party acquires any of the Property or Collateral Property through a foreclosure event, in connection with operating any of the Property or Collateral Property for a period not to exceed one hundred eighty (180) days after the date Secured Party acquires any of the Property or Collateral Property through a foreclosure event;

1. **Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a “Collateral Account” by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

1. **Other Proceeds.**

Any and all 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;

1. **Mineral Rights.**

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

1. **Accounts.**

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and Improvements as a seniors housing facility.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the “**UCC**”), shall have the meanings assigned to them by the UCC.

**[Remainder of Page Intentionally Blank]**

**EXHIBIT A**

**TO**

**SCHEDULE A TO UCC FINANCING STATEMENT**

**(Borrower)**

**(Seniors Housing)**

**[DESCRIPTION OF THE PROPERTY]**