[DRAFTING NOTE: Use this form to secure collateral for the Mortgage Loan that consists of Medicaid AND/OR MEDICARE Receivables from Federal or State agencies. BORROWER, LENDER, BANK AND PROPERTY OPERATOR (IF PROPERTY OPERATOR IS THE ENTITY RECEIVING MEDICAID AND/OR MEDICARE RECEIVABLES FOR SERVICES AT THE MORTGAGED PROPERTY) SHALL ALSO ENTER INTO A GOVERNMENT RECEIVABLES DEPOSITARY AGREEMENT (FORM 6447.SRS.SN).]

GOVERNMENT RECEIVABLES COLLECTION ACCOUNT AGREEMENT

(Seniors Housing – Skilled Nursing)

This GOVERNMENT RECEIVABLES COLLECTION ACCOUNT 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 AND/OR MEDICARE REIMBURSEMENT UNDER ONE OR MORE PROVIDER AGREEMENTS 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 AND/OR MEDICARE 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 and/or Medicare 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 AND/OR MEDICARE 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 AND/OR MEDICARE 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. This Agreement is intended to assure, among other things, that the Provider has sole dominion and control over the Government Receivables and the account into which such receivables are initially deposited, and that no other party has control over such account and receivables, so as to permit Provider to comply with the Anti-Assignment Rules.

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

G. The parties wish to set forth the procedures for administering the Provider Lockbox and the Provider Lockbox 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:

“**Account Agreement**” means the agreement between Provider and Bank, in the form customarily required by Bank, establishing the Provider Lockbox 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 and Medicare 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 and/or Medicare Program from a Governmental Entity and/or Managed Care Organization and all funds or payments reimbursed thereunder.

“**Government Receivables Depositary Agreement**” means that certain Government Receivables Depositary Agreement by and among Lender, Bank, Borrower [and Provider] dated as of the date hereof.

“**Lender Account**” means an account identified on Exhibit C established by Provider and Loan Servicer in the name of Provider which shall be controlled by Lender and which is governed by the terms of that certain Government Receivables Depositary Agreement.

“**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**” means the post office box and address identified on Exhibit C.

“**Provider Lockbox Account**” means an account opened with Bank for deposit and collection of Government Receivables by Provider identified on Exhibit C.

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

“**Revocation Notice**” means the notice given by Provider to Lender in the form of Exhibit B.

# Security Interest; Provider Lockbox and Provider Lockbox Account.

* 1. Lender and Provider agree that Provider’s Government Receivables shall collateralize all obligations under the Loan Documents, and Provider grants Lender a security interest in the funds collected from such Government Receivables.
	2. Provider requests Bank to open, and Bank agrees to open, the Provider Lockbox and the Provider Lockbox Account with Bank. The parties agree that the Provider Lockbox is being established for the sole purpose of receiving Government Receivables, and Provider represents and warrants to Lender that so long as this Agreement remains in effect, Provider will use the Provider Lockbox and the Provider Lockbox Account solely for the purpose of depositing and collecting payments on Government Receivables. The parties agree that the Provider Lockbox Account is being established for the receipt of Governmental Receivables from both Governmental Entities and Managed Care Organizations. However, Bank will have no responsibility for determining whether any deposit consists in whole or in part of payments of Government Receivables.
	3. Provider represents and warrants that it has delivered a “Notice to Governmental Entities/Managed Care Organizations,” in the form attached hereto as Exhibit A, instructing all Governmental Entities and Managed Care Organizations, as applicable, that are payors of Government Receivables that all checks from Governmental Entities or Managed Care Organizations on account of Provider’s Government Receivables shall be sent to the Provider Lockbox and that all wire transfers from Governmental Entities or Managed Care Organizations on account of Provider’s Government Receivables be wired or sent directly to the Provider Lockbox Account at the Bank.
	4. Provider instructs Bank to deposit in the Provider Lockbox Account checks collected from the Provider Lockbox and any wire transfers that are designated for credit to the Provider Lockbox Account. Provider provides the foregoing standing revocable instruction to Bank, which instruction is revocable by Provider at any time and for any reason; provided, however, that the revocation shall be in the form of the Revocation Notice attached hereto as Exhibit B and shall have been received by Bank at least five (5) banking days prior to its effective date so as to afford Bank a reasonable opportunity to act on it. In addition, Provider requests that Bank promptly forward to Provider all other information and material deposited into the Provider Lockbox other than checks to be deposited.

# Daily Transfer of Funds to Lender Account.

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 Provider Lockbox 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 Provider Lockbox Account.

# Access to the Provider Lockbox.

Until such time as a Revocation Notice becomes effective, Provider hereby grants Bank access to the Provider Lockbox and the right to withdraw any mail delivered thereto and to open such mail. Any and all checks or other forms of cash deposits withdrawn by Bank from the Provider Lockbox shall be deposited by Bank in the Provider Lockbox Account, without the endorsement of Provider. Provider shall supply endorsements if requested by Bank. Lender hereby agrees and confirms that it has no right or ability to direct the checks or documents held in the Provider Lockbox or the Provider Lockbox Account.

# Wire Transfers.

Provider hereby represents and warrants that the appropriate Governmental Entities and Managed Care Organizations have been instructed, in accordance with the requirements of such Governmental Entities and Managed Care Organizations, to make payment of all Government Receivables via wire transfers to Bank, and that such Governmental Entities and Managed Care Organizations have agreed to make all such payments pursuant to such wire transfers to the extent allowed or required by the appropriate Governmental Entities and Managed Care Organizations; and covenants that it will take all necessary actions to ensure that all such payments continue to be delivered to the Provider Lockbox Account.

# 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 Provider Lockbox or Provider Lockbox Account, or to close the Provider Lockbox or the Provider Lockbox Account, or upon the imposition or attempted imposition of any lien, security interest or other encumbrance on the Provider Lockbox or the Provider Lockbox Account.
	2. In the event Bank receives conflicting requests or instructions from the parties with respect to Government Receivables, the Provider Lockbox or the Provider Lockbox Account, Bank shall comply with the requests or instructions from Provider. 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 Provider Lockbox 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 9 within five (5) days of written notice of demand, Bank shall have the right to deduct any such amounts from the Provider Lockbox Account unless prohibited by applicable law.

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

Except as provided in Section 9 above and this Section 10, 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 Provider Lockbox and the Provider Lockbox Account. However, notwithstanding any language in this Agreement to the contrary, Bank shall be permitted: to debit the Provider Lockbox 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 Provider Lockbox and the Provider Lockbox Account, including, without limitation, Bank’s usual and customary charges for services provided in connection with the Provider Lockbox and the Provider Lockbox Account, and to honor all judicial process concerning the Provider Lockbox Account. In the event there are not sufficient funds in the Provider Lockbox Account to pay such amounts, or if applicable law prohibits such charges or offsets against the Provider Lockbox 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 Provider Lockbox Account, and the amount of items deposited in or credited to the Provider Lockbox or the Provider Lockbox 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 Provider Lockbox or the Provider Lockbox 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 Provider Lockbox or the Provider Lockbox Account.

# 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 Provider Lockbox and the Provider Lockbox 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 17.

* 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 17.

* 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.

# Time is of the Essence.

Borrower agrees that, with respect to each and every obligation and covenant contained in this Agreement, time is of the essence.

1. **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 COLLECTION ACCOUNT AGREEMENT**

[TO BE SUBMITTED ON PROVIDER’S LETTERHEAD]

**NOTICE TO GOVERNMENTAL ENTITIES / MANAGED CARE ORGANIZATIONS**

[Date]

[Name and Address

of Governmental Entity or Managed Care Organization]

Re: Change of Account and Address

To Whom It May Concern:

Please be advised that we have opened a new bank account at \_\_\_\_\_\_\_\_\_\_\_ and a post office box with respect to such bank account. Accordingly, until further notice, we hereby request that:

1. All wire transfers be made directly into our account at:

[Bank]

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

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

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

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

1. All remittance advices, communications and other forms of payment, including checks, be made to our post office box located at:

[Bank]

P.O. Box \_\_\_\_\_\_\_\_\_\_

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

(3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Provider] certifies that the instructions herein provided comply with all applicable requirements of 42 U.S.C. Section 1396a(a)(32) and any regulations or guidelines promulgated thereunder and any similar state law and shall continue in effect only so long as they continue to comply with such rules.

Thank you for your cooperation in this matter.

**PROVIDER:**

By:

Name:

Title:

**EXHIBIT B TO GOVERNMENT RECEIVABLES COLLECTION ACCOUNT AGREEMENT**

[TO BE SUBMITTED ON PROVIDER’S LETTERHEAD]

[Date]

[Bank]

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

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

Re: Revocation Notice for Standing Instruction

To Whom It May Concern:

Reference is made to the Government Receivables Collection Account Agreement (the “**Agreement**”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, among \_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Borrower[/Provider], [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Provider], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Bank and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Lender. Pursuant to the Agreement, you currently maintain a lockbox in our name (“**Provider Lockbox**”) and a related lockbox account, number \_\_\_\_\_\_\_\_\_\_\_\_ (“**Provider Lockbox Account**”).

Please be advised that, pursuant to Section 3(d) of the Agreement, we hereby revoke our standing instruction and, effective as of \_\_\_\_\_\_\_\_ [at least five (5) banking days after receipt by Bank] you are hereby directed to: (i) cease depositing checks received and any wire transfers designated for credit at the Provider Lockbox into the Provider Lockbox Account, (ii) cease transferring funds out of the Provider Lockbox Account, and (iii) cease providing to Lender information pertaining to the Provider Lockbox Account provided that you have first notified Lender of the revocation as required by Section 7(a) of the Agreement.

Our instructions with respect to the disposition of checks and other items received in the Provider Lockbox are as follows:

Very truly yours,

**PROVIDER:**

By:

Name:

Title:

**EXHIBIT C TO GOVERNMENT RECEIVABLES COLLECTION ACCOUNT AGREEMENT**

**Provider Lockbox**

Post Office Box No.

Reference:

**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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_