**[DRAFTING NOTE: MODIFY DOCUMENT AS NECESSARY FOR TRANSACTION STRUCTURE AND APPLICABLE PARTIES]**

**COLLATERAL ASSIGNMENT OF CONTRACTS**

**(Seniors Housing)**

This COLLATERAL ASSIGNMENT OF CONTRACTS (this “**Assignment**”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and among (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”), **[and]** (iii)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Master Lessee**”)**[DRAFTING NOTE - ADD PROPERTY MANAGER IF PROPERTY MANAGER IS PARTY TO THE CONTRACTS:** [, and (iv) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (“**Property Manager**”)**]]**.

**Recitals:**

A. 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 $\_\_\_\_\_\_\_\_\_ (the “**Mortgage Loan**”), as evidenced by, among other things, that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to Lender in the amount of the MortgageLoan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”).

B. In addition to the Loan Agreement, the MortgageLoan and the Note are also secured by, among other things, a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”).

C. Borrower is the owner of a Seniors Housing Facility known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as more particularly described in the Security Instrument as the “**Mortgaged Property**.”

**[DRAFTING NOTE: MODIFY RECITALS BELOW TO ACCURATELY REFLECT TRANSACTION STRUCTURE AND IDENTIFY THE PARTY TO THE CONTRACTS.]**

**[D.]** **[DRAFTING NOTE - INSERT THE FOLLOWING IF BORROWER IS A PARTY TO THE CONTRACTS:** Borrower (the “**Assignor**”) has entered into the Contracts set forth on Exhibit A.**]**

**[E.]** **[DRAFTING NOTE - INSERT THE FOLLOWING IF THERE IS A MASTER LESSEE:** Master Lessee **[Insert if applicable]** **[**(“**Assignor**”)**]** is the tenant under that certain **[Operating Lease] [Master Lease]** **[Identify applicable document for any interest in the land held by Master Lessee]** dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, between Borrower and Master Lessee (as may be hereinafter amended and modified from time to time, the “**Operating Lease**”) **[Insert if applicable]** **[and has entered into the Contracts set forth on Exhibit A]**.**]**

**[DRAFTING NOTE: MODIFY RECITALS TO REFLECT ANY SUBLEASE STRUCTURES]**

**[F.]** **[DRAFTING NOTE - INSERT THE FOLLOWING FOR UNAFFILIATED MASTER LESSEE:** Borrower, Master Lessee and Lender have entered into a Subordination, Non-Disturbance and Attornment Agreement and Assignment of Leases and Rents with respect to the Operating Lease.**]**

**[G.]** **[DRAFTING NOTE - INSERT THE FOLLOWING IF PROPERTY MANAGER IS PARTY TO THE CONTRACTS:** Property Manager (the “**Assignor**”) is the manager of the Mortgaged Property pursuant to that certain Management Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between **[Borrower] [Master Lessee]** and Property Manager (as may be hereinafter amended or modified from time to time, the “**Management Agreement**”)and has entered into the Contracts set forth on Exhibit A.**]**

**[H.]** **[DRAFTING NOTE - INSERT THE FOLLOWING IF PROPERTY MANAGER IS PARTY TO THE CONTRACTS AND AN UNAFFILIATED PROPERTY MANAGER:** Borrower, Lender, Master Lessee, and Property Manager have entered into an Assignment of Management Agreement with respect to the Management Agreement.**]**

**[I.]** Lender requires and Assignor is willing to assign all of its interest in the Contracts to Lender as additional security for the Mortgage Loan.

**[J.]** Assignor is willing to consent to this Assignment and to perform its obligations under the Contracts and this Assignment for Lender, or its successors and assigns in interest.

**AGREEMENTS:**

NOW, THEREFORE, for good and valuable consideration, including the material financial benefit to be derived by **[Master Lessee][Property Manager]** and Borrower as a result of Lender’s making of the Mortgage Loan and approval of the **[Operating Lease][Management Agreement]**, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower, Lender, and Master Lessee **[and Property Manager]** agree as follows:

# Definitions; Parties.

## Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement or the Security Instrument, as applicable. The following terms, when used in this Assignment, have the following meanings:

“**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.

“**Default**”means any (a) a default, a breach of a covenant or a failure to perform any obligation under this Assignment after the expiration of any applicable notice or cure period, (b) the failure of any representation or warranty in this Assignment to be true and correct in any material respect when made, or (c) any “Event of Default” defined in the Loan Agreement.

**“Material Contract**” means Contracts:

(a) for preparing or serving food (but that do not include food supply Contracts), regardless of annual consideration or term;

(b) for medical services or healthcare provider agreements, regardless of annual consideration or term;

(c) the average annual consideration of which, directly or indirectly, is at least $50,000; and

(d) having a term of more than one year, unless subject to termination by Borrower or if Borrower is not a party to the Contract, Assignor, and their respective successors and assigns, upon not more than thirty (30) days’ notice, without cause and without payment of any termination fee, penalty or extra charge.

# Assignment of Contracts; Contracts Affecting the Mortgaged Property.

## Assignor has entered into the Contracts (including the Material Contracts) identified on Exhibit A for the provision of goods or services at or otherwise in connection with the operation, use or maintenance of the Mortgaged Property and each Material Contract has not been amended, modified, or terminated except as shown on Exhibit A. Assignor may in the future enter into Contracts for the provision of additional goods or services at or otherwise in connection with the operation, use or maintenance of the Mortgaged Property.

## In consideration of Lender’s making of the Mortgage Loan and approval of the **[Operating Lease][Management Agreement]** and as additional collateral security for the Mortgage Loan, to the extent permitted by applicable law, Assignor pledges, grants a security interest in and assigns to Lender all of Assignor’s right, title and interest, if any, in, to and under the Contracts, including Assignor’s right, power and authority to modify the terms of, extend or terminate any such Contract. To the extent permitted by applicable law, it is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Assignor’s right, title and interest in, to and under the Contracts. To the extent permitted by applicable law, Assignor and Lender intend this assignment of the Contracts to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. If this present, absolute and unconditional assignment of the Contracts is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of Assignor that in this circumstance this Assignment create and perfect a lien on the Contracts in favor of Lender to secure the obligations of Assignor under this Assignment and Borrower’s obligations under the Loan Documents, which lien shall be effective as of the date of this Assignment. The acceptance by Lender of this assignment of the Contracts shall not at any time or in any event obligate Lender to take any action under this Assignment or to expend any money or to incur any expenses.

## Until Lender gives notice to Assignor of Lender’s exercise of its rights under this Section 2, Assignor shall have all rights, power and authority granted to Assignor under any Contract (except as otherwise limited by this Section 2, Section 4(b) or any other provision of this Assignment), including the right, power and authority to modify, extend or terminate any Contract. If a Default has occurred and is continuing, at the option of Lender, the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under Contracts shall terminate.

## Upon Lender’s delivery of notice to Assignor of a Default at the option of Lender,Lender shall immediately have all rights, powers and authority granted to Assignor under any Contract, including the right, power and authority to modify the terms of, extend or terminate any such Contract.

## All Contracts of every kind entered into by Assignor after the date of this Assignment which by the terms of this Assignment shall be subject to the lien and the security interest created hereby, shall immediately upon the execution thereof by Assignor and without further conveyance or assignment become subject to the lien and security interest created by this Assignment. Nevertheless, Assignor 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 Assignment and to comply with the re-recording requirements of the UCC. For purposes of the UCC, the debtor is Assignor and the secured party is Lender. The name and address of the debtor and secured party are set forth after Assignor’s signature below which are the addresses from which information on the security interest may be obtained.

# Assignor Representations and Warranties.

## Assignor represents and warrants to Lender as follows as of the date of this Assignment:

## With respect to each Contract (including each Material Contract) listed on Exhibit A:

## no event has occurred that constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default under any Material Contract;

## Assignor’s interest in the Contracts is not subject to any offsets, claims, defenses, liens or encumbrances;

## Assignor has not assigned, sub-contracted or delegated any of its rights and obligations created by the Contracts;

## Borrower has delivered to Lender a copy of each Contract, together with all amendments, modifications, and renewals thereto in effect as of the Effective Date;

## the execution, delivery and performance of this Assignment have been duly authorized by all necessary action and proceedings by or on behalf of Assignor, and no further approvals or filings of any kind, including any approval of or filing with any Governmental Authority, are required by or on behalf of Assignor as a condition to the valid execution, delivery and performance by Assignor of this Assignment; and

## except as set forth on Exhibit A, each Contract  is terminable for cause; and  shall be terminable, at Lender’s option, upon the occurrence and continuance of a Default.

## With respect to each Material Contract listed on Exhibit A:

## except as set forth on Exhibit A, each Material Contract is assignable and no previous assignment of Assignor’s interest in the Material Contracts has been made, and the Material Contracts are in full force and effect and are the valid and legally binding obligations of the parties thereto, enforceable in accordance with their respective terms, and there are no defaults thereunder;

## each Material Contract is listed on Exhibit A;

## Assignor has obtained consent from all parties whose consent is required to effectively assign the Material Contracts; and

## no previous assignment of any Material Contract has been made that has not been terminated (or will not be terminated in connection with the closing of the Mortgage Loan).

# Assignor Covenants.

Assignor covenants with Lender that during the term of this Assignment:

## Assignor shall not create, incur, assume or suffer to exist any lien on or assign or pledge any interest in the Contracts except as provided herein;

## Assignor shall fully perform all of its obligations under the Contracts, and Assignor shall not assign, sell, pledge, transfer, mortgage or otherwise encumber its interests in any of the Contracts so long as this Assignment is in effect, or consent to any transfer, assignment or other disposition thereof without the written approval of Lender;

## Each Material Contract entered into by Assignor subsequent to the Effective Date shall be approved by Lender and shall provide  that it shall be terminable for cause;  that it shall be terminable, at Lender’s option, upon the occurrence and continuance of a Default without payment of any cancellation or termination fee, penalty or other liability; and that it shall be assignable to Lender and its successors and assigns;

## Assignor shall give prompt notice to Lender of any claim of or notice of default under the Contracts given to or by Assignor, together with a copy of any such notice or claim if the same is in writing;

## Assignor shall enforce, at the sole cost and expense of Assignor, the full and complete performance of each and every material duty and obligation of the Contracts to be performed by the other parties to the Contracts, to the extent Assignor elects to do so in its reasonable business judgment;

## Assignor shall appear in and defend any action arising out of, or in any manner connected with, the Contracts or the duties, obligations, liabilities, and responsibilities of Assignor or any guarantor or surety thereunder or with respect thereto;

## Borrower and any Assignor shall not enter into, terminate, modify, or amend any Material Contract in any material respect without Lender’s prior written consent, which consent shall not be unreasonably withheld;

## Assignor shall ensure that all Contracts entered into by Assignor subsequent to the date hereof are made subject to the terms of this Assignment;

## Assignor shall execute such further documents and agreements as may be necessary or appropriate to effectuate the purposes of this Assignment;

## Assignor shall not perform any acts and has not executed, and shall not execute any instrument which would prevent Lender from exercising its rights under this Assignment; and

## Assignor will indemnify and hold Lender and Lender’s stockholders, directors, officers, agents, and employees harmless from and against any and all liabilities, damages, losses, costs, expenses (including reasonable legal counsel fees and expenses) arising under or with respect to the Contracts or Assignor’s performance under (or breach of) the Contracts.

# Events of Default; Remedies.

## Borrower **[and Assignor]** hereby acknowledge**[s]** that any Default shall also constitute an Event of Default under the Loan Agreement. If a Default has occurred and is continuing, to the extent permitted by applicable law, Lender shall immediately have all rights, power and authority granted to Assignor under the Contracts.

## If  Assignor fails to perform any of its obligations under this Assignment or causes a default under the Contracts after any applicable notice or cure periods, or  any action or proceeding is commenced which purports to affect any Contract, then Lender may, at its option, make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Assignor and to protect Lender’s security, rights or interest, including  payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, and  payment of any amounts required under this Assignment or the Contracts which Assignor has failed to pay. Any amounts disbursed by Lender under this Section 6, or under any other provision of this Assignment that treats such disbursement as being made under this Section 6, due to Assignor’s failure to perform its obligations under this Assignment or the Contracts, shall be immediately due and payable to Lender and Borrower acknowledges that any such payment shall become an additional part of the Indebtedness. The foregoing provisions shall not require Lender to incur any expense or take any action.

## If a Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Assignment or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender’s other remedies.

# No Assumption of Obligations.

**[Borrower and]** Assignor agree**[s]** that Lender does not assume any obligations or duties of Assignorconcerning the Contracts until and unless Lender shall exercise its rights hereunder after a Foreclosure Event occurs.

# Power of Attorney.

Subject to the terms of Section 14.03 of the Loan Agreement, Assignorhereby irrevocably constitutes and appoints Lender as Assignor’sattorney-in-fact to demand, receive and enforce its rights with respect to the provisions set forth in this Assignment, to give appropriate receipts, releases and satisfactions for and on Assignor’s behalf and to do any and all acts in Assignor’s name or in the name of Lender with the same force and effect as Assignorcould do if this Assignment had not been made. The foregoing appointment shall be deemed to be coupled with an interest and irrevocable.

# Lender Requests.

Within ten (10) days of written request of Lender, Assignorshall promptly furnish to Lender copies of all Contracts and other items which Assignoris required to maintain or otherwise maintains under the Contracts or which Assignormaintains for its own purposes with respect to the Contracts.

# Notice.

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

All notices under this Assignment 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 Assignment; 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 Assignment 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 Assignment in accordance with this Section 9.

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

Any required notice under this Assignment which does not specify how notices are to be given shall be given in accordance with this Section 9.

* 1. **Receipt of Notices.**

Assignor and Lender shall not refuse or reject delivery of any notice given in accordance with this Assignment. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

# Indemnification.

# Lender shall have no obligation to perform or satisfy any duty or obligation of Assignor under the Contracts. Assignor shall and does hereby indemnify, defend and hold Lender harmless from, against, and in respect of:

# any and all actions, causes of action, suits, claims, demands, judgments, proceedings, and investigations (or any appeal thereof or relative thereto or other review thereof), of any kind arising out of, by reason of, as a result of, or in connection with the Contracts or this Assignment; and

# any and all liabilities, damages, losses, costs, expenses (including reasonable legal counsel fees and expenses); amounts paid in compromise or settlement; and amounts suffered, incurred, or sustained by Lender as a result of, by reason of, or in connection with any of the matters covered by the immediately preceding clause (a) provided, however, such indemnity shall not apply in the event any such actions, causes of action, suits, claims, demands, judgments, proceedings, and investigations (or any appeal thereof or relative thereto or other review thereof), are caused by the gross negligence or willful misconduct of Lender as determined by a court of competent jurisdiction pursuant to a final non-appealable court order.

# Counterparts.

This Assignment 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.

# Governing Law.

## This Assignment shall be governed by and construed in accordance with the laws of the Property Jurisdiction, and applicable federal law.

## Assignor **[and Borrower]** agree**[s]** that any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Property Jurisdiction and Assignor **[and Borrower]** irrevocably consent**[s]** to service, jurisdiction, and venue of such course for any such litigation and waive any other venue to which Assignor **[or Borrower]** might be entitled by virtue of domicile, habitual residence or otherwise.

# Successors and Assigns.

This Assignment shall be binding upon Assignor**[, Borrower]** and Lender and 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. Assignor **[and Borrower]** shall not assign any of **[its] [their respective]** rights and obligations under this Assignment without the prior written consent of Lender.

# Entire Agreement; Amendments and Waivers.

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

# Relationship of Parties.

Nothing contained in this Assignment shall constitute Lender as a joint venturer, partner or agent of Assignor **[or Borrower]**, or render Lender liable for any debts, obligations, acts, omissions or representations of Assignor **[or Borrower]**.

# Enforceability.

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

# Construction.

* 1. The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.
  2. Any reference in this Assignment 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 Assignment or to a Section or Article of this Assignment. All Exhibits and Schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.
  3. Any reference in this Assignment 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 Assignment includes the plural and use of the plural includes the singular.
  5. As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.
  6. Whenever Assignor’s knowledge is implicated in this Assignment or the phrase “to Assignor’s knowledge” or a similar phrase is used in this Assignment, Assignor’s knowledge or such phrase(s) shall be interpreted to mean to the best of Assignor’s knowledge after reasonable and diligent inquiry and investigation.
  7. Unless otherwise provided in this Assignment, 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.
  8. All references in this Assignment 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.
  9. “Lender may” shall mean at Lender’s discretion, but shall not be an obligation.

**[Remainder of Page Intentionally Blank]**

**IN WITNESS WHEREOF**, Borrower, Lender, **[and]** Master Lessee**[, and Property Manager]** have executed this Assignment as of the day and year first written above.

**BORROWER**:

By: (SEAL)

Name:

Title:

Address:

**[ADD IF BORROWER IS ASSIGNOR:**

The name, chief executive office and organizational identification number of Assignor (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner:

Debtor Chief Executive Office Address:

Debtor Organizational ID Number:

**[INSERT ASSIGNOR NOTICE ADDRESS IF DIFFERENT]]**

**LENDER**:

By: (SEAL)

Name:

Title:

Address:

The name, chief executive office and organizational identification number of Lender (as Secured Party under any applicable Uniform Commercial Code) are:

Secured Party Name/Record Owner:

Secured Party Chief Executive Office Address:

Debtor Organizational ID Number:

**MASTER LESSEE**:

By: (SEAL)

Name:

Title:

Address:

|  |
| --- |
| **[ADD IF MASTER LESSEE IS ASSIGNOR:**  The name, chief executive office and organizational identification number of 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 MASTER LESSEE NOTICE ADDRESS IF DIFFERENT]]** |

**[INCLUDE SIGNATURE BLOCK ONLY IF PROPERTY MANAGER IS PARTY TO THE CONTRACTS]**

**PROPERTY MANAGER**:

By: (SEAL)

Name:

Title:

Address:

|  |
| --- |
| **[ADD IF PROPERTY MANAGER IS ASSIGNOR:**  The name, chief executive office and organizational identification number of 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 PROPERTY MANAGER NOTICE ADDRESS IF DIFFERENT]]** |

**EXHIBIT A**

**TO COLLATERAL ASSIGNMENT OF CONTRACTS**

**Contracts**

(List all Contracts currently encumbering the Mortgaged Property and identify any Multi-property Contracts)

Non-Material Contracts

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor Name | Contract Term | Annual Contract Value | Contract Parties  (i.e., Master Lessee, Property Manager, etc.) | Multi-property Contract?  (yes or no) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Material Contracts

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Vendor Name | Contract Date (including the date of any amendments or extensions) | Contract Term and Early Termination Rights | Annual Contract Value | Contract Parties  (i.e., Master Lessee, Property Manager, etc.) | Multi-property Contract?  (yes or no) | Assignable?  (yes or no) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |