

**AMENDMENT NO. 2
TO
RESERVE FOR REPLACEMENT ESCROW AGREEMENT
FOR
ESSEX MEADOWS**

This Amendment No. 2 to Reserve for Replacement Escrow Agreement is effective as of December 29, 2016 and is made by and between **Essex Meadows Properties, Inc.**, an Iowa Corporation (the "Provider"), and **U.S. Bank National Association** (the "Escrow Agent").

WHEREAS, the parties hereto agree to amend the terms of the Reserve for Replacement Escrow Agreement which was effective as of February 5, 2005 and which was amended effective as of September 1, 2010 (collectively, the "Escrow Agreement") as set forth below:


1. Paragraph 3 ("Investments") of the Escrow Agreement is deleted in its entirety and replaced with the following:

3. **Investments.** The Provider will provide written investment instructions to the Escrow Agent of the funds held in the Reserve for Replacement Escrow Account. Escrow Agent shall invest the funds held by it in the Reserve for Replacement Escrow Account from time to time pursuant to the Provider's written instructions, and the Escrow Agent may conclusively assume, without inquiry or investigation, that any directed investment is lawful. The Escrow Agent shall have no liability to any party on account of investment of funds in accordance with this Agreement provided, however, that the Escrow Agent shall be liable for its own gross negligence or willful misconduct with regard to the Escrow Agent's failure to comply with an investment direction of the Provider.

2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Reserve for Replacement Escrow Agreement to be effective on the day and year first above written.

ESSEX MEADOWS PROPERTIES, INC.

By: 
Its Lisa D. Grieve
Title Vice President, Secretary, Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: 
Its Glenda Petersen
Title Vice President

**AMENDMENT NO. 3
TO
HEALTH CENTER RESIDENT LOANS ESCROW AGREEMENT
FOR
ESSEX MEADOWS**

This Amendment No. 3 to Health Center Resident Loans Escrow Agreement is effective as of December 29, 2016 and is made by and between **Essex Meadows Properties, Inc.**, an Iowa Corporation (the "Provider"), and **U.S. Bank National Association** (the "Escrow Agent").

WHEREAS, the parties hereto agree to amend the terms of the Health Center Resident Loans Escrow Agreement which was effective as of February 5, 2005 and which was amended effective as of November 15, 2006 and as of September 1, 2010 (collectively, the "Escrow Agreement") as set forth below:


1. Paragraph 4 ("Investments") of the Escrow Agreement is deleted in its entirety and replaced with the following:

4. **Investments.** The Provider will provide written investment instructions to the Escrow Agent of the funds held in the Health Center Resident Loans Escrow Account. Escrow Agent shall invest the funds held by it in the Health Center Resident Loans Escrow Account from time to time pursuant to the Provider's written instructions, and the Escrow Agent may conclusively assume, without inquiry or investigation, that any directed investment is lawful. Investments may include loans made from time to time to the Operating Reserve Escrow Account established by the Provider pursuant to an Operating Reserve Escrow Agreement entered into with the Escrow Agent, as amended or superseded, subject to the following terms: (i) the loan may be interest-free; (ii) the loan shall be repayable; (iii) the amount of the loan shall be at the discretion of the Provider; and (iv) such other terms as specified by the Provider in connection with its written direction to make such loans. The Escrow Agent shall have no liability to any party on account of investment of funds in accordance with this Agreement provided, however, that the Escrow Agent shall be liable for its own gross negligence or willful misconduct with regard to the Escrow Agent's failure to comply with an investment direction of the Provider.

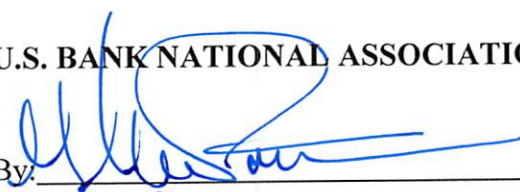
2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to Health Center Resident Loans Escrow Agreement to be effective on the day and year first above written.

ESSEX MEADOWS PROPERTIES, INC.

By: 
Its Lisa D. Grieve
Title Vice President, Secretary, Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: 
Its Glenda Peterson
Title Vice President

**AMENDMENT NO. 2
TO
OPERATING RESERVE ESCROW AGREEMENT
FOR
ESSEX MEADOWS**

This Amendment No. 2 to Operating Reserve Escrow Agreement is effective as of December 29, 2016 and is made by and between **Essex Meadows Properties, Inc.**, an Iowa Corporation (the "Provider"), and **U.S. Bank National Association** (the "Escrow Agent").

WHEREAS, the parties hereto agree to amend the terms of the Operating Reserve Escrow Agreement which was effective as of February 5, 2005 and which was amended effective as of September 1, 2010 (collectively, the "Escrow Agreement") as set forth below:


1. Paragraph 3 ("Investments") of the Escrow Agreement is deleted in its entirety and replaced with the following:

3. **Investments.** The Provider will provide written investment instructions to the Escrow Agent of the funds held in the Operating Reserve Escrow Account. Escrow Agent shall invest the funds held by it in the Operating Reserve Escrow Account from time to time pursuant to the Provider's written instructions, and the Escrow Agent may conclusively assume, without inquiry or investigation, that any directed investment is lawful. The Escrow Agent shall have no liability to any party on account of investment of funds in accordance with this Agreement provided, however, that the Escrow Agent shall be liable for its own gross negligence or willful misconduct with regard to the Escrow Agent's failure to comply with an investment direction of the Provider.

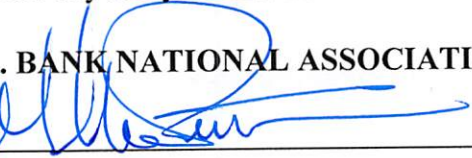
2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Operating Reserve Escrow Agreement to be effective on the day and year first above written.

ESSEX MEADOWS PROPERTIES, INC.

By: 
Its Lisa D. Grieve
Title Vice President, Secretary, Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: 
Its Glenda Peterson
Title Vice President

**AMENDMENT NO. 2
TO
WAITING LIST ESCROW AGREEMENT
FOR
ESSEX MEADOWS**

This Amendment No. 2 to Waiting List Escrow Agreement is effective as of December 29, 2016 and is made by and between **Essex Meadows Properties, Inc.**, an Iowa Corporation (the "Provider"), and **U.S. Bank National Association** (the "Escrow Agent").

WHEREAS, the parties hereto agree to amend the terms of the Waiting List Escrow Agreement which was effective as of February 5, 2005 and which was amended effective as of September 1, 2010 (collectively, the "Escrow Agreement") as set forth below:

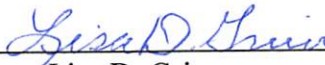
1. Paragraph 3 ("Investments") of the Escrow Agreement is deleted in its entirety and replaced with the following:

3. **Investments.** The Provider will provide written investment instructions to the Escrow Agent of the funds held in the Waiting List Escrow Account. Escrow Agent shall invest the funds held by it in the Waiting List Escrow Account from time to time pursuant to the Provider's written instructions, and the Escrow Agent may conclusively assume, without inquiry or investigation, that any directed investment is lawful. The Escrow Agent shall have no liability to any party on account of investment of funds in accordance with this Agreement provided, however, that the Escrow Agent shall be liable for its own gross negligence or willful misconduct with regard to the Escrow Agent's failure to comply with an investment direction of the Provider.


2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Waiting List Escrow Agreement to be effective on the day and year first above written.

ESSEX MEADOWS PROPERTIES, INC.

By: 
Its Lisa D. Grieve
Title Vice President, Secretary, Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: 
Its Glenda Peterson
Title Vice President

**AMENDMENT NO. 2
TO
ADMISSION PAYMENTS ESCROW AGREEMENT
FOR
ESSEX MEADOWS**

This Amendment No. 2 to Admission Payments Escrow Agreement is effective as of December 29, 2016 and is made by and between **Essex Meadows Properties, Inc.**, an Iowa Corporation (the "Provider"), and **U.S. Bank National Association** (the "Escrow Agent").

WHEREAS, the parties hereto agree to amend the terms of the Admission Payments Escrow Agreement which was effective as of February 5, 2005 and which was amended effective as of September 1, 2010 (collectively, the "Escrow Agreement") as set forth below:


1. Paragraph 3 ("Investments") of the Escrow Agreement is deleted in its entirety and replaced with the following:

3. **Investments.** The Provider will provide written investment instructions to the Escrow Agent of the funds held in the Admission Payments Escrow Account. Escrow Agent shall invest the funds held by it in the Admissions Payments Escrow Account from time to time pursuant to the Provider's written instructions, and the Escrow Agent may conclusively assume, without inquiry or investigation, that any directed investment is lawful. The Escrow Agent shall have no liability to any party on account of investment of funds in accordance with this Agreement provided, however, that the Escrow Agent shall be liable for its own gross negligence or willful misconduct with regard to the Escrow Agent's failure to comply with an investment direction of the Provider.


2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Admission Payments Escrow Agreement to be effective on the day and year first above written.

ESSEX MEADOWS PROPERTIES, INC.

By: 
Its Lisa D. Grieve
Title Vice President, Secretary, Treasurer

U.S. BANK NATIONAL ASSOCIATION

By: 
Its Glenda Peterson
Title Vice President