

**Exhibit A to Opinion of
Borrower's Counsel -
Certification**
Section 242

**U.S. Department of Housing
and Urban Development**
Office of Hospital Facilities

OMB Approval No. 2502-0602
(Exp. 05/31/2016)

Public reporting burden for this collection of information is estimated to average 2 hour(s). This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 13 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

This Certification of Borrower is made the day of _____, 20__, by _____, (**Borrower**) for reliance upon by (**Borrower's Counsel**) in connection with the issuance of an opinion letter dated of even date herewith and to which this Certification of Borrower is attached (**Opinion Letter**) by **Borrower's Counsel** as a condition for the provision of mortgage insurance by the Department of Housing and Urban Development (**HUD**) of the loan (Loan) from _____ (**Lender**) to Borrower. In connection with the Opinion Letter, Borrower hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The Organizational Documents are the only documents creating Borrower or authorizing the Loan, and the Organizational Documents have not been amended or modified except as represented to Borrower's Counsel and as represented in the Opinion Letter.
2. The terms and conditions of the Loan as reflected in the Loan Documents as defined in the Opinion Letter to which this is attached have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.
3. Borrower was formed under the laws of the State [Commonwealth] of _____.
4. The execution and delivery of the Loan Documents as defined in the Opinion Letter to which this is attached will not (i) cause Borrower to be in violation of or constitute a material default under the provisions of any agreement to which Borrower is a party or by which Borrower is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Borrower is subject, or (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Borrower, except as specifically contemplated by the Loan Documents.
5. The License is in good standing and in force without modification or revocation, and are not subject to any consent order or judgment.

6. **[FOR PROJECTS WITH AR FINANCING]** The terms and conditions of the AR Loan as reflected in the AR Loan Documents have not been amended, modified, supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the AR Loan Documents.
7. **[FOR PROJECTS WITH AR FINANCING]** The accounts receivable and related bank deposit account collateral provided by Borrower to AR Lender under the AR Loan Documents and to Lender under the Loan Documents are not subject to a security interest or otherwise provided as collateral or encumbered in favor of AR Lender to secure any indebtedness or obligation to AR Lender other than the obligations arising under the AR Loan Documents.
8. There is no litigation or other claim pending before any court or administrative or other governmental body against Borrower (or general partner, managing member, or similar person or entity thereof), the Property, or any other properties of Borrower [except as identified on Exhibit __, List of Litigation, in the Opinion Letter.]
9. There are no side-deals (transactions outside the parameters of the Documents that amend, or are inconsistent with, the terms of said Documents) between Borrower and any party to the transaction other than as disclosed in the Documents.
10. There are no liens or encumbrances against the Property that are not reflected as exceptions to coverage in the Title Policy.
11. There are no notices, actions or initiatives of which the Borrower is aware, by any governmental, regulatory or funding provider entity, that place either the operation of the facility for its intended purpose or the funding of such operations at significant risk.

NOTE: The definition of any capitalized term or word used herein can be found in the Instructions to Opinion of Borrower's Counsel, the Guide for Opinion of Borrower's Counsel, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.

IN WITNESS WHEREOF, Borrower has executed this Certification of Borrower effective as of the date set forth above.

BORROWER:

/s/ _____

/s/ _____

Each signatory below hereby certifies that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Name of Entity:

By: /s/ _____

Printed Name, Title: _____

Dated: _____

By: /s/ _____

Printed Name, Title: _____

Dated: _____

[ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES]