

**Master Tenant Estoppel
Certificate**
Section 232

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

OMB Approval No. 9999-9999
(exp. mm/dd/yyyy)

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Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

To: **Insert Lender Name and Address**

**Secretary of Housing and Urban
Development
Office of Residential Care Facilities
451 7th Street SW
Washington, D.C. 20410**

Re: Master Lease dated as of _____, 20____, by and between _____
 (“**Borrower**”), and _____ (“**Master Tenant**”), with
 respect to
 FHA Project No. _____ (the “**Project**”).

To Whom It May Concern:

This Estoppel Certificate is furnished by Borrower and Master Tenant to _____
 (the “**Lender**”) and the Secretary of Housing and Urban Development (“**HUD**”) in connection
 with a mortgage loan (the “**Mortgage Loan**”) that Lender is making to the Borrower with
 respect to the Project, which Mortgage Loan is being insured by HUD. Borrower and Master
 Tenant understand that the Lender and HUD are relying upon this Estoppel Certificate in
 connection with making and insuring, respectively, the Mortgage Loan.

A. Certifications of Master Tenant. Master Tenant hereby represents and certifies to the
 Lender and HUD and their respective successors and assigns that, except as set forth in Exhibit
 A attached hereto:

1. “**Master Lease**” means the following documents, true and correct copies of
 which are attached hereto as Exhibit B: Master Lease dated as of _____, 20____, by and between
 Borrower and Master Tenant.

2. Master Tenant is the tenant under the Master Lease and has not assigned,
 pledged, encumbered or transferred any of its rights or obligations thereunder, except for any

sub-leases provided for in the Master Lease.

3. The Master Lease sets forth the full and complete agreement between Borrower and Master Tenant with respect to the Project. The Master Lease has not been amended (except as may be shown in Exhibit B), is in full force and effect according to its terms, and is valid and binding upon Master Tenant.

4. Master Tenant is not in default under the Master Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Master Tenant under the Master Lease. All rent, charges and other payments due to Borrower from Master Tenant under the Master Lease on or before the date hereof have been paid.

5. To the best of Master Tenant's knowledge: (a) Borrower is not in default under the Master Lease and (b) no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Borrower under the Master Lease.

6. Master Tenant has not paid any rent, charges or other payments due to Borrower from Master Tenant under the Master Lease more than thirty (30) days in advance, nor has Master Tenant paid any security deposit under the Master Lease.

7. To the best of Master Tenant's knowledge, all conditions under the Master Lease to be satisfied by Borrower or Master Tenant as of the date hereof have been satisfied.

8. All improvements, alterations and other work, if any, to be performed or constructed by Borrower under the Master Lease have been completed and have been accepted by Master Tenant. All contributions, if any, required to be paid to Master Tenant by Borrower for improvements to the Project have been paid.

9. There are no actions, voluntary or involuntary, pending against Master Tenant under any bankruptcy, receivership, insolvency or similar laws of the United States or any State thereof.

B. Certifications of Borrower. Borrower hereby represents and certifies to the Lender and HUD and their respective successors and assigns that, except as set forth in Exhibit A attached hereto:

1. "**Master Lease**" means the following documents, true and correct copies of which are attached hereto as Exhibit B: Master Lease dated as of _____, 20__, by and between Borrower and Master Tenant.

2. Borrower is a party to the Master Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder. Master Tenant is the tenant under the Master Lease. To the best of Borrower's knowledge, Master Tenant has not subleased all or any portion of the Project, except for any sub-leases provided for in the Master Lease.

3. The Master Lease sets forth the full and complete agreement between Borrower and Master Tenant with respect to the Project. The Master Lease has not been amended (except as may be shown in Exhibit B), is in full force and effect according to its terms, and is valid and

binding upon Borrower.

4. To the best of Borrower's knowledge: (a) Master Tenant is not in default under the Master Lease and (b) no state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Master Tenant under the Master Lease. All rent, charges and other payments due to Borrower from Master Tenant under the Master Lease on or before the date hereof have been paid.

5. Borrower is not in default under the Master Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Borrower under the Master Lease.

6. Master Tenant has not paid any rent, charges or other payments due to Borrower from Master Tenant under the Master Lease more than thirty (30) days in advance nor has Master Tenant paid any security deposit under the Master Lease.

5. To the best of Borrower's knowledge, all conditions under the Master Lease to be satisfied by Borrower or Master Tenant as of the date hereof have been satisfied.

6. All improvements, alterations and other work, if any, to be performed or constructed by Borrower under the Master Lease have been completed and have been accepted by Master Tenant. All contributions, if any, required to be paid to Master Tenant by Borrower for improvements to the Project have been paid.

7. There are no actions, voluntary or involuntary, pending against Borrower under any bankruptcy, receivership, insolvency or similar laws of the United States or any State thereof.

Master Tenant and Borrower hereby certify that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this instrument. 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.

DATED as of _____, 20__

MASTER TENANT

By:
Name:
Title:

BORROWER

By:
Name:
Title:

Exhibit A

Exceptions:

[None]

Exhibit B

(Copy of Master Lease and all supplements, amendments or modifications thereto and assignments)