

**Amendment To
HUD Master Lease
(Partial Termination
And Release)
Section 232**

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

OMB Approval No. 2502-0605
(exp. 03/31/2018)

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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.

This Amendment to HUD Master Lease (this "**Amendment**") is made as of _____, (the "**Effective Date**") by and between, _____, each a _____ (collectively, the "**Borrowers**") and, _____ (each of the Borrowers and individually a "**Facility Landlord**," and collectively the "**Landlord**"), as landlord, and, _____ ("**Tenant**"), as tenant.

RECITALS:

A. Landlord and Tenant entered into that certain HUD Master Lease dated as of _____ (the "**Original Lease**"), as amended, and collectively with the Original Lease and the [*note the various amendments*] Amendment, (the "**Master Lease**").

B. Capitalized words and terms used, but not defined, in this Amendment shall have the meanings ascribed thereto in the Master Lease.

C. Each of the Borrowers is obtaining a senior mortgage loan (each, a "**Loan**" and collectively, the "**Loans**") from _____, which will be (i) secured in part by a Mortgage (as defined below) encumbering the Facility owned by such Borrower (each a "**Facility**" and collectively, the "**Facilities**") and (ii) insured by the U.S. Department of Housing and Urban Development ("**HUD**").

D. _____ and HUD are requiring the _____ Facilities to be released from the Master Lease as a condition to the making of the _____ Loans to the Borrowers.

E. As used herein, "**Mortgage**" means a mortgage or deed of trust that secures a HUD insured Loan and encumbers a Facility.

F. Landlord and Tenant desire to amend the Master Lease subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true, accurate and are incorporated herein by reference.

2. AMENDED DEFINITIONS. The Master Lease is hereby amended by changing (i) the definitions of "Facility Landlord" and "Landlord" to mean _____, a _____; and (ii) the definition of "Real Property" and "Real Properties" to mean, respectively, the real property described on Exhibits _____ attached to the Lease.

3. TERMINATION AND RELEASE. As of the Effective Date, Landlord and Tenant terminate the Master Lease with respect to the _____ Borrowers and _____ Facilities only, and the Master Lease shall be of no further force or effect with respect to the _____

Borrowers and _____ Facilities. Landlord releases and forever discharges Tenant and Tenant's successors and assigns from any and all obligations, duties or liabilities under the Master Lease with respect to the _____ Facilities, except for: (a) such obligations, duties or liabilities that by the terms of Master Lease survive the expiration or termination of the Master Lease, and (b) such obligations, duties or liabilities incurred by Tenant under the terms of the Master Lease prior to the Effective Date. Tenant releases and forever discharges the _____ Borrowers and the _____ Borrower's successors and assigns from any and all obligations, duties or liabilities under the Master Lease with respect to the Facilities, except for: (a) such obligations, duties or liabilities that by the terms of the Master Lease survive the expiration or termination of the Master Lease, and (b) such obligations, duties or liabilities incurred by the _____ Borrowers under the terms of the Master Lease prior to the Effective Date.

4. LEGAL DESCRIPTIONS. The Master Lease is hereby amended by removing Exhibits _____ through _____ attached thereto.

5. FACILITY LANDLORDS AND FACILITIES. The Master Lease is hereby amended by replacing Schedule _____, thereto in its entirety with Schedule _____ attached hereto and made a part hereof.

6. NATURE OF AMENDMENTS. The amendments made to the Master Lease pursuant this Amendment shall constitute the only amendments to be effectuated and all other provisions of the Master Lease not affected hereby shall remain in place as originally constituted and shall be in full force and effect. To the extent that there is any conflict between the terms of this Amendment and the Master Lease, the terms of this Amendment will govern.

(Signature page follows)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed, as of the day and year first set forth above

LANDLORD:

By: _____ By: _____

By: _____ By: _____

TENANT:

By: _____ By: _____

By: _____ By: _____

CONSENT OF SUBTENANTS

_____ hereby consent to this Amendment to HUD Master Lease and agree to be bound thereby.

By: _____ By: _____

By: _____ By: _____

CONSENT OF MORTGAGEE

_____, successor in interest to _____, hereby consents to this Amendment to HUD Master Lease.

By: _____

Name: _____

Title: _____

Date: _____

CONSENT OF HUD

The Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, hereby consents to this Amendment to HUD Master Lease.

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner

By: _____
Name: Authorized Agent

Date: _____

SCHEDULE 1 to Master Lease
Landlords and Facilities

<u>Landlord</u>	<u>Facilities</u>	<u>Sublessee/Operator</u>	<u>Type of Facility</u>	<u>County</u>	<u>State</u>
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