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**Guide for Opinion of
Borrower's Counsel
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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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.

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14 **{For use in FHA-Insured Section 232 Transactions}**

15 **{TO BE ON FIRM LETTERHEAD}**

16 **{INSERT DATE OF ENDORSEMENT}**

17 Re: Project Name _____
18 FHA Project No. _____
19 Location _____
20 Borrower _____

21 [LENDER]
22 [ADDRESS]

23 [LENDER'S COUNSEL]
24 [ADDRESS]

25 U.S. DEPARTMENT OF HOUSING AND URBAN
26 DEVELOPMENT
27 **{INSERT APPROPRIATE HUD ADDRESS}**

28 Ladies and Gentlemen:

29 We are [I am] [general/special] counsel to _____ **{INSERT NAME OF BORROWER}**
30 (“Borrower”), a _____, **{INSERT TYPE OF ENTITY}** organized under the laws of the State of
31 **{INSERT STATE}** (“Organizational Jurisdiction”), in connection with a mortgage loan (“Loan”)
32 in the [original/ increased] principal amount of _____ Dollars (\$_____) from
33 _____ **{INSERT NAME AND TYPE OF LENDER}** (“Lender”) to Borrower. The proceeds of
34 the Loan shall be used to construct/rehabilitate/purchase/refinance that certain [skilled nursing

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35 facility/intermediate care facility/board and care home/assisted living facility, as appropriate]
 36 commonly known as _____ (the “Healthcare Facility”) located in ____ County, _____ (said
 37 state to be referred to herein as the “Property Jurisdiction”), on the real property legally described
 38 in **Exhibit B** hereto (the “Land”). The Healthcare Facility, together with the Land, the
 39 improvements located thereon or to be constructed thereon, and certain other property more
 40 particularly described in the Security Instrument (defined herein) is included in the “Project” as
 41 that term is used herein and in the Loan Documents. The Loan is being insured by the Federal
 42 Housing Administration (“FHA”) an organizational unit of the United States Department of
 43 Housing and Urban Development (“HUD”), under the provisions of Section 232 of the National
 44 Housing Act and the regulations promulgated thereunder. Borrower has requested that we [I]
 45 deliver this opinion and has consented to reliance by Lender’s counsel in its legal representation of
 46 Lender, including rendering any opinion to Lender, and to reliance by Lender and HUD in making
 47 and insuring, respectively, the Loan and has waived any privity between Borrower and us [me] in
 48 order to permit said reliance by Lender, counsel to Lender and HUD. We [I] consent to reliance
 49 on this opinion by Lender, counsel to Lender, and HUD.

50 In our [my] capacity as [general/special] counsel to Borrower, we [I] have prepared or
 51 reviewed the following:

52 A. The following documents relating to the organization, status, and authorization of
 53 Borrower [and the Principal]:

54 **1. {DESCRIBE ORGANIZATIONAL DOCUMENTS; INCLUDE**
 55 **PRINCIPAL IF APPLICABLE} [for corporations:** a copy of the articles
 56 [certificate] of incorporation of Borrower and all amendments thereto, file-stamped
 57 by the _____ of the Organizational Jurisdiction, and a copy of the by-laws
 58 of Borrower and all amendments thereto] **[for limited liability companies:** a copy
 59 of the articles [certificate] of organization of Borrower and all amendments thereto,
 60 file-stamped by the _____ of the Organizational Jurisdiction, and a copy of
 61 the operating agreement of Borrower and all amendments thereto] **[for limited**
 62 **partnerships:** a copy of the certificate of limited partnership and all amendments
 63 thereto, file-stamped by the of the Organizational Jurisdiction, and a copy of the
 64 limited partnership agreement of Borrower and all amendments thereto]
 65 (collectively, **Organizational Documents**);

66 **2. {DESCRIBE STATUS DOCUMENT IN ORGANIZATIONAL**
 67 **JURISDICTION; INCLUDE PRINCIPAL IF APPLICABLE}** a certificate
 68 issued by ____ of the Organizational Jurisdiction attesting to the [corporate]
 69 [limited liability company] [limited partnership] [other] status of Borrower in the
 70 Organizational Jurisdiction, dated __, **{DATE INSERTED MUST BE WITHIN**
 71 **THIRTY (30) DAYS OF THE DATE OF ENDORSEMENT}** a copy of which
 72 is attached hereto as **Exhibit C-1 (“Domestic Status Certificate”)**;

73 **3. {DESCRIBE STATUS DOCUMENT IN PROPERTY JURISDICTION IF**
 74 **DIFFERENT FROM ORGANIZATIONAL JURISDICTION; INCLUDE**

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PRINCIPAL IF APPLICABLE} a certificate issued by _____ of the Property Jurisdiction attesting to the [corporate] [limited liability company] [limited partnership] [other] status of Borrower in the Property Jurisdiction, dated _____, **{DATE INSERTED MUST BE WITHIN THIRTY (30) DAYS OF THE DATE OF ENDORSEMENT}** a copy of which is attached hereto as **Exhibit C-2 (“Foreign Status Certificate”)**;

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4. {DESCRIBE CERTIFICATE FROM CORPORATE SECRETARY OR OTHER REPRESENTATIVE OF BORROWER; INCLUDE PRINCIPAL IF APPLICABLE} a certificate from the [secretary or assistant secretary] [managing member or sole member] [general partner] of Borrower certifying as to (i) true and correct copies of (a) the [articles of formation/articles of incorporation], (b) [by-laws] [operating agreement] [partnership agreement] of Borrower and (c) resolutions of the [board of directors] [members] [partners] of Borrower authorizing the Loan and (ii) the incumbency and specimen signature(s) of the individual(s) authorized to execute and deliver Loan Documents (as hereinafter defined) on behalf of Borrower.

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5. {DESCRIBE ALL PERMITS AND APPROVALS REVIEWED, INCLUDING WITHOUT LIMITATION ALL CERTIFICATES OF NEED, BED AUTHORITY, PROVIDER AGREEMENTS, LICENSES, PERMITS AND APPROVALS REQUIRED TO OPERATE THE PROJECT FOR THE USE BEING APPROVED BY HUD.}

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B. Healthcare Regulatory Agreement-Borrower (HUD-92466-ORCF), by and between HUD and Borrower dated _____ (**“Regulatory Agreement”**);

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C. Healthcare Facility Note (HUD-94001-ORCF) **{WITH APPROPRIATE STATE RIDER ATTACHED}** in the original principal amount of _____ Dollars (\$) **[OR in the increased principal amount of _____ Dollars (\$)]** by Borrower in favor of Lender, dated _____ (**“Note”**);

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D. _____ Healthcare [(Mortgage, Deed of Trust, Deed to Secure Debt, Security Deed or Other Designation as appropriate in jurisdiction)], Assignment of Leases, Rents and Revenue and Security Agreement (State) (HUD-94000-ORCF) **{WITH APPROPRIATE STATE ADDENDUM ATTACHED}**, executed by Borrower for the benefit of Lender, dated _____ (**“Security Instrument”**);

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[E. {TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS} Building Loan Agreement (HUD-92441-ORCF) executed by Lender and Borrower, dated _____ (**“Building Loan Agreement”**);]

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[F. {TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS} Construction Contract (HUD-92442-ORCF) executed by _____ (**“General Contractor”**) and Borrower, dated _____ (**“Construction Contract”**);]

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114 [G. Escrow Agreement for Working Capital (HUD-92412-ORCF), executed by Borrower
115 and Lender, dated _____;]

116 [H. Escrow Agreement for Operating Deficits (HUD-92476B-ORCF) executed by
117 Borrower and Lender, dated _____;]

118 [I. Escrow Agreement for Non-critical, Deferred Repairs (HUD-92476-ORCF) executed
119 by Borrower and Lender, dated _____;]

120 [J. Agreement and Certification (HUD-93305-ORCF) executed by Borrower [and
121 _____ **{INSERT APPROPRIATE PARTIES, IF ANY}**], dated _;

122 [K. Certification of Borrower (HUD 91725-CERT-ORCF), pertaining to factual matters
123 relied on by us [me] in rendering this opinion, executed by Borrower, dated _____, a copy
124 of which is attached hereto as **Exhibit A (“Certification of Borrower”)**];

125 [L. Owner-Architect Agreement (AIA-B108) (with HUD Amendment) executed by
126 _____ **{INSERT DESIGN AND/OR CONSTRUCTION ARCHITECT}** and Borrower,
127 dated _____ (**“Owner-Architect Agreement”**);]

128 [M. **{TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS}**
129 Contractor's and/or Mortgagor's Cost Breakdown (HUD-2328) executed by Borrower and
130 General Contractor, dated _____;]

131 [N. **{MODIFY AS APPROPRIATE FOR INSURANCE UPON COMPLETION,**
132 **REFINANCINGS, ETC.}** Request for Endorsement of Credit Instrument and Certificate
133 of Lender, Borrower [and General Contractor] (HUD-92455-ORCF) executed by
134 Borrower and Lender, dated; [or Lender's Certificate (HUD-92434-ORCF) executed by
135 Lender dated;]

136 [O. Residual Receipts Note (HUD-91710-ORCF) or Surplus Cash Note (HUD-92223-
137 ORCF) executed by Borrower in favor of _____ dated _____;]

138 [P. All documents executed by Borrower and any State or local government entity
139 pertaining to development of the Project (**“Public Entity Agreement”**);]

140 [Q. The following documents executed or delivered in connection with the financing of
141 the Loan with the proceeds of bonds or other third-party source: **{LIST DOCUMENTS**
142 **IN ACCORDANCE WITH INSTRUCTIONS TO THIS FORM}** (**“Source**
143 **Documents”**);]

144 [R. Title Insurance Policy [or Date-Down Endorsement if appropriate in a refinancing, for
145 example] issued by _____ together with all endorsements, and naming HUD and Lender as
146 insureds as their interests may appear, dated _____, (**“Title Policy”**);]

147 [S. The following documents evidencing zoning compliance: _____]

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{**DESCRIBE ALL DOCUMENTS FULLY**} (“**Zoning Certificate**”);]

149 [T. The building permit(s) issued on _____ by
150 (“**Building Permit**”);]

151 [U. {**TO BE INSERTED IF THE SECURITY FOR THE LOAN IS A LEASEHOLD**
152 **ESTATE**} Ground Lease executed by {**INSERT LESSOR**} as lessor and Borrower as
153 lessee recorded in the land records of _____ dated _____ (“**Ground Lease**”);]

154 [V. {**TO BE INSERTED FOR CONSTRUCTION/REHABILITATION LOANS**}
155 Application for Insurance of Advance of Mortgage Proceeds (HUD-92403) executed by
156 Borrower, Lender and HUD dated _____;]

157 [W. Surveyor's Plat **OR** Survey showing the [completed] Project, prepared by _____,
158 dated _____ [**OR**, for certain existing projects, Survey Instructions and Borrower’s
159 Certification (HUD-91111-ORCF) (as to no change to the legal description or building
160 footprint) and a copy of existing survey (collectively,) the “**Survey**”];]

161 [X. Performance Bond-Dual Obligee (HUD-92452-ORCF) and Payment Bond
162 (HUD-92452A-ORCF) issued by _____ (“**Surety**”)
163 to secure payment and performance of _____ (General Contractor) and running to
164 _____ **OR** the Completion Assurance Agreement (HUD-92450-ORCF) executed by General
165 Contractor, dated _____ (“**Assurance of Completion**”);]

166 [Y. Off-Site Bond-Dual Obligee (HUD-92479-ORCF) issued by _____ to secure
167 the completion of off-site work by (General Contractor) and running to Lender and HUD
168 **OR** escrow agreement for off-site facilities executed by _____ dated _____
169 (“**Assurance of Completion of Off-Site Facilities**”);]

170 [Z. The following documents assuring water, electricity, sewer, gas, heat, telephone
171 service, cable/internet hookup or other utility services (“**Assurance of Utility Services**”):
172 {**DESCRIBE FULLY**};]

173 [AA. Latent defects bond issued by and securing performance of General Contractor and
174 running to Lender and HUD **OR** Escrow Agreement for Latent Defects (HUD-92414-
175 ORCF) executed by _____, dated _____;]

176 [BB. Escrow Agreement for Incomplete Construction (HUD-92456-ORCF) with Exhibit A
177 executed by _____ dated _____ (“**On-Site Deposit Escrow**”);]

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179 [CC. Searches under the name of Borrower [or {INSERT NAME(S) OF GENERAL
180 PARTNER, MANAGING MEMBER, ETC., AS APPLICABLE}] for litigation pending
181 against Borrower [{INSERT AS APPLICABLE:} or said principal] conducted by _____
182 dated _____ **{DATE INSERTED MUST BE WITHIN THIRTY (30) DAYS**
183 **OF THE DATE OF THIS OPINION}** of the public records of the federal District Court
184 and State and local courts in: (i) the jurisdiction where the Project is located; (ii) the
185 jurisdiction(s) where Borrower is located and does business; and (iii) the jurisdiction where
186 the general partner, managing member, or similar entity of Borrower is organized (“**Docket**
187 **Search**”).

188 [DD. Uniform Commercial Code Financing Statements naming Borrower as debtor and
189 naming Lender and HUD, as their interests appear, as secured parties, to be filed in the
190 Office of the Secretary of State of the Organizational Jurisdiction [and a Uniform
191 Commercial Code Fixture Filing to be filed, or caused to be filed, by Lender naming
192 Borrower as debtor and naming Lender and HUD, as their interests appear, as secured
193 parties, to be filed in the appropriate local governmental office of the Property Jurisdiction,
194 if applicable] ([collectively] the “**Filing Office(s)**”), upon the **{DESCRIBE EVENTS}**.

195 **NOTE: Numerical references in parentheses above are to FHA and HUD form numbers.**

196 The documents listed in B through K above are referred to collectively as the “**Loan Documents.**”
197 The documents listed in L through EE are referred to collectively as the “**Supporting**
198 **Documents.**” The documents listed in A through EE are referred to collectively as the
199 “**Documents.**”

200 In basing the several opinions set forth in this document on “our [my] knowledge,” the
201 words “our [my] knowledge” signify that, in the course of our [my] representation of Borrower, no
202 facts have come to our [my] attention that would give us [me] actual knowledge or actual notice
203 that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion,
204 we [I] have undertaken no investigation or verification of such matters. Further, the words “our
205 [my] knowledge” as used in this opinion are intended to be limited to the actual knowledge of the
206 attorneys within our [my] firm who have been involved in representing Borrower in any capacity
207 including, but not limited to, in connection with this Loan. We [I] have no reason to believe that
208 any of the documents on which we [I] have relied contain matters which, or the assumptions
209 contained herein, are untrue, contrary to known facts, or unreasonable.

210 In reaching the opinions set forth below, we [I] have assumed, and to our [my] knowledge
211 there are no facts inconsistent with, the following:

212 (a) Each of the parties to the Documents, other than Borrower (and any person
213 executing any of the Documents on behalf of Borrower), has duly and validly executed and
214 delivered each such instrument, document, and agreement to be executed in connection with the
215 Loan to which such party is a signatory, and such party's obligations set forth in the Documents are
216 its legal, valid, and binding obligations, enforceable in accordance with their respective terms.

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217 (b) Each person executing any of the Documents, other than Borrower (and any
218 person executing any of the Documents on behalf of Borrower), whether individually or on behalf
219 of an entity, is duly authorized to do so.

220 (c) Each natural person executing any of the Documents is legally competent to do so.

221 (d) All signatures of parties other than Borrower (and any person executing any of the
222 Documents on behalf of Borrower) are genuine.

223 (e) All Documents that were submitted to us [me] as originals are authentic; all
224 Documents that were submitted to us [me] as certified or photostatic copies conform to the original
225 document, and all public records reviewed are accurate and complete.

226 (f) All applicable Documents have been duly filed, indexed, and recorded among the
227 appropriate official records and all fees, charges, and taxes due and owing as of this date have been
228 paid.

229 (g) The parties to the Documents and their successors and/or assigns shall: (i) act in
230 good faith and in a commercially reasonable manner in the exercise of any rights or enforcement of
231 any remedies under the Documents; (ii) not engage in any conduct in the exercise of such rights or
232 enforcement of such remedies that would constitute other than fair and impartial dealing; and (iii)
233 comply with all requirements of applicable procedural and substantive law in exercising any rights
234 or enforcing any remedies under the Documents.

235 (h) The exercise of any rights or enforcement of any remedies under the Documents
236 would not be unconscionable, result in a breach of the peace, or otherwise be contrary to public
237 policy.

238 (i) The Documents accurately reflect the complete understanding of the parties with
239 respect to the transactions contemplated thereby and the rights and the obligations of the parties
240 thereunder. We [I] also have assumed that the terms and the conditions of the Loan as stated in the
241 Documents have not been amended, modified or supplemented, directly or indirectly, by any other
242 agreement or understanding of the parties or waiver of any of the material provisions of the
243 Documents. After reasonable inquiry of Borrower, we [I] have no knowledge of any facts or
244 information that would lead us [me] to believe that the assumptions in this paragraph are not
245 justified.

246 (j) We [I] have, with your approval, relied as to certain matters of fact set forth in the
247 Certification of Borrower, the Domestic Status Certificate, [Foreign Status Certificate] [and certain
248 other specified Documents,] as set forth herein. After reasonable inquiry of Borrower as to the
249 accuracy and completeness of the Certification of Borrower, the Domestic Status Certificate,
250 [Foreign Status Certificate] [and such other Documents], we [I] have no knowledge of any facts or
251 information that would lead us [me] to believe that such reliance is not justified.

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252 Based on the foregoing and subject to the assumptions and qualifications set forth in this
253 letter, it is our [my] opinion that:

254 **{TO BE USED IN CASES WHERE ORGANIZATIONAL DOCUMENTS WERE**
255 **PREPARED BY BORROWER'S COUNSEL }**

256 1. Borrower is a _____ **{INSERT TYPE OF ENTITY}** duly organized and validly existing
257 under the laws of the Organizational Jurisdiction. Borrower is duly qualified to do business and,
258 based solely on the Domestic Status Certificate, is in good standing under the laws of the
259 Organizational Jurisdiction [, and based on the Foreign Status Certificate, is qualified to do
260 business as a foreign _____ **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction].

261 **{OR, IF BORROWER IS A TRUST OR LIMITED LIABILITY COMPANY (“LLC”)}**

262 Borrower is a **{INSERT NAME OF THE TYPE OF TRUST OR NAME OF LLC}** duly
263 formed and validly existing under the laws of the Organizational Jurisdiction [, and based on
264 the Foreign Status Certificate, is qualified to do business as a foreign **{INSERT TYPE OF**
265 **ENTITY}** in the Property Jurisdiction].

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267 **{AND, IF THE GENERAL PARTNER OF A PARTNERSHIP BORROWER OR**
268 **MANAGING MEMBER OF AN LLC BORROWER IS AN ENTITY}**

269 The general partner or managing member of Borrower is a _____ **{INSERT TYPE OF**
270 **ENTITY}**, duly organized, validly existing and, based solely on the Domestic Status
271 Certificate, in good standing under the laws of the Organizational Jurisdiction [, and based
272 on the Foreign Status Certificate, is qualified to do business as a foreign ____ **{INSERT**
273 **TYPE OF ENTITY}** in the Property Jurisdiction].

274 **{TO BE USED IN CASES, PRINCIPALLY REFINANCINGS, WHERE**
275 **ORGANIZATIONAL DOCUMENTS WERE NOT PREPARED BY BORROWER'S**
276 **COUNSEL }**

277 Based solely on the Domestic Status Certificate, Borrower is a **{INSERT TYPE OF**
278 **ENTITY}** validly existing under the laws of the Organizational Jurisdiction and in good
279 standing under the laws of the Organizational Jurisdiction [, and based on the Foreign Status
280 Certificate, is qualified to do business as a foreign **{INSERT TYPE OF ENTITY}** in the
281 Property Jurisdiction].

282 **{OR, IF BORROWER IS A TRUST OR LIMITED LIABILITY COMPANY (“LLC”)}**

283 Borrower is a _____ **{INSERT NAME OF**
284 **THE TYPE OF TRUST OR NAME OF LLC}** validly existing under the laws of the
285 Organizational Jurisdiction [, and based on the Foreign Status Certificate, is duly qualified
286 to do business as a foreign _____ **{INSERT TYPE OF**
287 **ENTITY}** in the Property Jurisdiction].

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288 **{AND, IF THE GENERAL PARTNER OF A PARTNERSHIP BORROWER OR THE**
289 **MANAGING MEMBER OF AN LLC IS AN ENTITY}**

290 Based solely on the Domestic Status Certificate, the general partner of Borrower is a
291 **{INSERT TYPE OF ENTITY}**, validly existing and in good standing under the laws of
292 **{INSERT STATE}** [, and based on the Foreign Status Certificate, is qualified to do
293 business as a foreign **{INSERT TYPE OF ENTITY}** in the Property Jurisdiction].

294 2. Borrower has the [limited liability company/corporate/partnership/trust] power and
295 authority to own [and operate (if applicable)] the Project and to perform all of its obligations under
296 the Loan Documents and to comply with applicable federal statutes and regulations of HUD in effect
297 on the date of the FHA Commitment.

298 3. The execution and delivery of, and the performance of the obligations under, the
299 Loan Documents do not violate the Organizational Documents of Borrower or any applicable
300 provisions of the laws of the [choose: Organizational Jurisdiction or Property Jurisdiction].

301 4. The execution and delivery of the Loan Documents by or on behalf of Borrower, and
302 the consummation by Borrower of the transactions contemplated thereby, and the performance by
303 Borrower of its obligations thereunder, have been duly and validly authorized by all necessary
304 [limited liability company/corporate/partnership/trust] action by, or on behalf of, Borrower.

305 5 Each of the Loan Documents has been duly executed and delivered by Borrower and
306 constitutes the valid and legally binding promises or obligations of Borrower, enforceable against
307 Borrower in accordance with its terms, subject to the following qualifications:

308 (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and
309 other similar laws affecting the rights of creditors generally; and

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(ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity); and

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(iii) certain remedies, waivers, and other provisions of the Loan Documents may not be enforceable, but, subject to the qualifications set forth in this paragraph at (i) and (ii) above, such unenforceability shall not preclude (a) the enforcement of the obligation of Borrower to make the payments as provided in the Security Instrument and Note (and Program Obligations), and (b) the foreclosure of the real property interests granted under the terms and provisions of the Security Instrument upon the event of a breach thereunder.

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[6. **{INSERT ONE OF THE FOLLOWING ALTERNATIVES IF THERE IS NO ZONING ENDORSEMENT INCORPORATED INTO THE TITLE POLICY}** The attached Zoning Certificate states that the Project is located in a ____zone. According to the zoning ordinance of the Property Jurisdiction, the use of the Project as a _____ is a permitted use in such zone. **OR {INSERT WHERE THE USE IS AN EXCEPTION TO THE ZONING ORDINANCE}** Based solely on the Zoning Certificate, the Project may be used for _____ as a permitted use.]

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7. Based solely on (a) our [my] knowledge and (b) the Certification of Borrower, the execution and delivery of the Loan Documents shall not: (i) cause Borrower to be in violation of, or constitute a 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 on any of the property or assets of Borrower, except as specifically contemplated by the Loan Documents.

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8. The Security Instrument is in appropriate form for recordation in **{INSERT PROPER NAME OF LOCAL LAND RECORDS OFFICE}** of **{INSERT COUNTY, STATE OR CITY, STATE}** of the Property Jurisdiction, and is sufficient, as to form, to create the lien and security interest it purports to create in the Project.

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9. **{FOR USE ONLY IF BORROWER IS A TRUST}** Borrower is an irrevocable trust that has a term consistent with Program Obligations (as Program Obligations is defined in the Instructions to Guide for Opinion of Borrower’s Counsel) and the term of the irrevocable trust is not affected by the terms of any of the beneficiaries' interests. The laws of the Property Jurisdiction govern the interpretation and the enforcement of the Loan Documents notwithstanding that Borrower may be formed in a jurisdiction other than the Property Jurisdiction. Borrower can sue and be sued in the Property Jurisdiction without the necessity of joining any of the beneficiaries of Borrower, including without limitation, a suit on the Note or a foreclosure proceeding arising under the Security Instrument. Venue for any foreclosure proceeding under the Security Instrument may be had in [**Property Jurisdiction**].

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10. **{USE IN CASES INVOLVING TAXABLE OR TAX EXEMPT BOND FINANCING AND ANY OTHER FINANCINGS WHERE A THIRD PARTY SOURCE IS INVOLVED}** Based solely on the opinion of _____ **{INSERT BOND COUNSEL OR COUNSEL RENDERING OPINION IN THIRD PARTY SOURCE TRANSACTIONS}**, dated as of the date hereof and attached hereto as **Exhibit E {if applicable}**, to the extent that any

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351 of the provisions of the Source Documents are inconsistent with any of the provisions of the Loan
352 Documents or Supporting Documents, the provisions of the Loan Documents or Supporting
353 Documents shall govern.]

354 11. **{USE IN CASES WHERE THE DEVELOPMENT OF THE PROJECT IS**
355 **GOVERNED BY AN AGREEMENT WITH A PUBLIC ENTITY}** Based upon our knowledge
356 and the Certification of Borrower, there is no default under the Public Entity Agreement, **{ADD**
357 **THE FOLLOWING WHERE CONSTRUCTION IS INVOLVED}** and construction within the
358 time frame specified in the Construction Contract shall not lead to a default under the Public Entity
359 Agreement.]]

360 In addition to the assumptions set forth above, the opinions set forth above are also subject
361 to the following qualifications:

362 We express no opinion as to the laws of any jurisdiction other than the laws of the Property
363 Jurisdiction **{ADD THE FOLLOWING ONLY IF THE ORGANIZATIONAL**
364 **JURISDICTION DIFFERS FROM THE PROPERTY JURISDICTION}** and the
365 Organizational Jurisdiction,] and the laws of the United States of America. The opinions expressed
366 above concern only the effect of the laws (excluding the principles of conflict of laws) of the
367 Property Jurisdiction **{ADD THE FOLLOWING ONLY IF THE ORGANIZATIONAL**
368 **JURISDICTION DIFFERS FROM THE PROPERTY JURISDICTION}** and the
369 Organizational Jurisdiction,] and the United States of America as currently in effect. We assume no
370 obligation to supplement this opinion if any applicable laws change after the date of this opinion, or
371 if, after the date of this opinion, we become aware of any facts that might change the opinions
372 expressed above. We express no opinion as to any matter except as expressly set forth herein.

373 We [I] confirm that:

374 (a) Based on the Organizational Documents, the name of Borrower in each of the
375 Documents and the Title Policy and FHA Commitment is the correct legal name of the Borrower;

376 (b) The legal description of the Project is consistent in the Documents wherein it
377 appears and in **Exhibit B** hereto;

378 (c) Except as provided in paragraph (d), [I do not have] [neither the attorneys who
379 devoted substantive attention to this transaction nor, to our knowledge, any of the other attorneys
380 in our firm, has] any financial interest in the Project, or the Loan, other than fees for legal services
381 performed by [me] [us], arrangements for the payment of which have been made; and we [I] agree
382 not to assert a claim or lien against the Project, Borrower, the Loan proceeds or income of the
383 Project;

384 (d) Other than as Counsel to Borrower, and as a direct or indirect owner of interests in
385 public companies, [I do not have] [neither the attorneys who devoted substantive attention to this
386 transaction nor, to our knowledge, any of the other attorneys in our firm, has] any interest in
387 Borrower (or any principal thereof) or Lender or any other party involved in the Loan transaction
388 and do not serve as [a director, officer or] [an] employee of Borrower or Lender. We [I] have no
389 interest in the subject matters of this opinion other than as previously disclosed to and approved by

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HUD. To our [my] knowledge, we [I] do not represent any of the following parties with respect to the Loan transaction: Lender, any investing lender or investor in the Loan transaction, any bridge lender involved in the Loan transaction, any lender with a commitment to purchase the Loan or any interest therein or any other party involved in the Project or the Loan transaction;

394 (e) Based upon the Certification of Borrower and to our [my] knowledge, there are no
395 liens or encumbrances against the Project that are not reflected as exceptions to coverage in the
396 Title Policy;

397 (f) Based upon the Certification of Borrower and to the best of our [my] knowledge,
398 there are no side-deals (transactions outside the parameters of the Documents that amend, or are
399 inconsistent with, the terms of said Documents) between Borrower and any party to the transaction
400 other than as disclosed in the Documents; and

401 (g) Based solely on (a) our [my] knowledge, (b) the Certification of Borrower and (c)
402 the Docket Search; there is no litigation or other claim pending before any court or administrative
403 or other governmental body against Borrower (the Project, or the general partner, managing
404 member, or similar management person or entity of Borrower in the jurisdiction of the Project) [,
405 except as identified on **Exhibit F**, List of Litigation **{if applicable}**].

406 (h) This document does not deviate from the standard Guide for Opinion of
407 Borrower’s Counsel, Rev. _____ **{INSERT DATE OF STANDARD FORM}**) except for
408 such changes as have been identified to and specifically approved by HUD counsel **{INSERT**
409 **SPECIFIC CHANGES IF DESIRED BY BORROWER’S COUNSEL}** and as shown on the
410 comparison copy of this opinion to the standard form attached as **Exhibit D**].

411 The foregoing confirmations and opinions are for the exclusive reliance of HUD, [and
412 Lender **OR** Lender and Lender’s counsel], and have been made, presented, and delivered for the
413 purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by
414 HUD.

415 By: /s/ _____

416 Printed Name, Title: _____

417 Dated: _____

418 By: /s/ _____

419 Printed Name, Title: _____

420 Dated: _____

421 **{ADD ADDITIONAL LINES IF MORE THAN TWO SIGNATORIES}**

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Warning

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

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427 Exhibits to be attached, as applicable:

428

- 429 Exhibit "A" Opinion Certification of Borrower
- 430 Exhibit "B" Legal Description of Real Property
- 431 Exhibit "C-1" Domestic Status Certificate
- 432 Exhibit "C-2" Foreign Status Certificate
- 433 Exhibit "D" Comparison copy of opinion form
- 434 Exhibit "E" [Supplemental] Legal Opinion, (if applicable)
- 435 Exhibit "F" List of Litigation (if applicable)