

**Exhibit A to Opinion of
Borrower's Counsel -
Certification**
Section 232

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

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

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: 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 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. There is no litigation or other claim pending before any court or administrative or other governmental body against Borrower (the Project, or general partner, managing member, or similar management person or entity of Borrower in the jurisdiction of the Project) [except as identified on Exhibit __,

List of Litigation, in the Opinion Letter.]

6. There is no default under the Public Entity Agreement (PEA) (as defined in the Opinion Letter to which this is attached) nor have events occurred that with the passage of time will result in a default under the PEA and/or the Regulatory Agreement between Borrower and HUD and/or any regulatory agreement, if any, between Borrower and affecting the use, occupancy or income of the Property.
7. 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.
8. There are no liens or encumbrances against the Property that are not reflected as exceptions to coverage in the Title Policy.
9. 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 Guide for 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]