

**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)

**Public reporting** burden for this collection of information is estimated to average 0.5 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 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>
-----------------	-------------------	---------------------------	-------------------------	---------------	--------------