

**Master Tenant Estoppel  
Certificate**  
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.

To: **Insert Lender Name and Address**

**U.S. Department of Housing and Urban  
Development  
Office of Residential Care Facilities  
451 7<sup>th</sup> Street SW  
Washington, D.C. 20410**

Re: [Name of Master Lease dated as of \_\_\_\_\_, 20\_\_, by and among \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of \_\_\_\_ (“**Borrower**”), the owners of certain other healthcare facilities, and \_\_\_\_\_ (“**Master Tenant**”), with respect to that certain [*skilled nursing facility/assisted living facility/board and care home*] FHA Project No. \_\_\_\_\_ (the “**Project**”).

To Whom It May Concern:

This Estoppel Certificate is furnished as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Borrower and Master Tenant to \_\_\_\_\_ (the “**Lender**”) and the U.S. Department 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: [Identify the Master Lease and all supplements and modifications thereto, and assignments thereof].

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: [Identify the Master Lease and all supplements and modifications thereto, and assignments thereof].

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.

7. 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.

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 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.

**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)