

Estoppel Certificate
Section 232

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

OMB Approval No. 2502-0605
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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.

To: [LENDER]
[ADDRESS]

U.S. Department of Housing and Urban Development
Office of Residential Care Facilities
451 7th Street SW
Washington, DC 20410

RE: [Name of Operator Lease] dated _____, 20__ by and between _____, a _____ organized and existing under the laws of _____ ([**"Borrower"** OR **"Master Tenant"**]), and _____, a _____ organized and existing under the laws of _____ (**"Operator"**), with respect to that certain [*skilled nursing facility/assisted living facility/board and care home*] located at [*Project Address*] and commonly known as [*Project Name*], FHA Project No. _____ (the **"Project"**).

Ladies and Gentlemen:

This Estoppel Certificate is furnished as of the _____ day of _____, 20____ by [Borrower OR Master Tenant] and Operator to _____, a _____ organized and existing under the laws of _____ (**"Lender"**) and the U.S. Department of Housing and Urban Development (**"HUD"**) in connection with a mortgage loan (the **"Loan"**) that Lender is making to [Borrower OR _____, a _____ organized and existing under the laws of _____], with respect to the Project, which Mortgage Loan is being insured by HUD. [Borrower OR Master Tenant] and Operator each understand that Lender and HUD are relying upon this Estoppel Certificate in connection with making and insuring, respectively, the Loan.

1. Certifications of Operator. Except as set forth in Exhibit A, attached hereto, Operator hereby represents and certifies to Lender and HUD, and their respective successors and assigns that, as of the date hereof:

(a) **"Operator Lease"** means the following documents, true and correct copies of

which are attached hereto as Exhibit B: [Identify the Operator Lease and all supplements, documents and modifications thereto, and assignments thereof];

(b) Operator is the operator and/or lessee under the Operator Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder. Operator has not subleased all or any portion of the Project;

(c) The Operator Lease sets forth the full and complete agreement between [Borrower OR Master Tenant] and Operator with respect to the Project. The Operator Lease has not been amended, except as disclosed in Exhibit B, is in full force and effect according to its terms, and is valid and binding upon Operator;

(d) Operator is not in default under the Operator Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Operator under the Operator Lease. All rent, charges and other payments due to [Borrower OR Master Tenant] from Operator under the Operator Lease on or before the date hereof have been paid;

(e) [Borrower OR Master Tenant] is not in default under the Operator Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by [Borrower OR Master Tenant] under the Operator Lease;

(f) Operator has not paid any rent, charges or other payments due to [Borrower OR Master Tenant] from Operator under the Operator Lease more than thirty (30) days in advance, nor has Operator paid any security deposit under the Operator Lease;

(g) All conditions under the Operator Lease to be satisfied by [Borrower OR Master Tenant] or Operator as of the date hereof have been satisfied;

(h) All improvements, alterations and other work, if any, to be performed or constructed by [Borrower OR Master Tenant] under the Operator Lease have been completed and have been accepted by Operator. All contributions, if any, required to be paid to Operator by [Borrower OR Master Tenant] for improvements to the Project have been paid; and

(i) There are no actions, voluntary or involuntary, pending against Operator under any bankruptcy, receivership, insolvency or similar laws of the United States or any state or other governmental authority thereof.

2. Certifications of [Borrower OR Master Tenant]. Except as set forth in Exhibit A, attached hereto, [Borrower OR Master Tenant] hereby represents and certifies to Lender and HUD, and their respective successors and assigns that, as of the date hereof:

(a) **“Operator Lease”** means the following documents, true and correct copies of which are attached hereto as Exhibit B: [Identify the Operator Lease and all supplements, documents and modifications thereto, and assignments thereof];

(b) Operator is the operator and/or lessee under the Operator Lease and has not

assigned, pledged, encumbered or transferred any of its rights or obligations thereunder. Operator has not subleased all or any portion of the Project;

(c) The Operator Lease sets forth the full and complete agreement between [Borrower OR Master Tenant] and Operator with respect to the Project. The Operator Lease has not been amended, except as disclosed in Exhibit B, is in full force and effect according to its terms, and is valid and binding upon [Borrower OR Master Tenant];

(d) Operator is not in default under the Operator Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Operator under the Operator Lease. All rent, charges and other payments due to [Borrower OR Master Tenant] from Operator under the Operator Lease on or before the date hereof have been paid;

(e) [Borrower OR Master Tenant] is not in default under the Operator Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by [Borrower OR Master Tenant] under the Operator Lease;

(f) Operator has not paid any rent, charges or other payments due to [Borrower OR Master Tenant] from Operator under the Operator Lease more than thirty (30) days in advance, nor has Operator paid any security deposit under the Operator Lease;

(g) All conditions under the Operator Lease to be satisfied by [Borrower OR Master Tenant] or Operator as of the date hereof have been satisfied;

(h) All improvements, alterations and other work, if any, to be performed or constructed by [Borrower OR Master Tenant] under the Operator Lease have been completed and have been accepted by Operator. All contributions, if any, required to be paid to Operator by [Borrower OR Master Tenant] for improvements to the Project have been paid; and

(i) There are no actions, voluntary or involuntary, pending against [Borrower OR Master Tenant] under any bankruptcy, receivership, insolvency or similar laws of the United States or any state or other governmental authority thereof.

Operator and [Borrower OR Master Tenant] 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.

OPERATOR:

By:

Name:

Title:

[BORROWER OR MASTER TENANT]:

By:

Name:

Title:

**Exhibit A
Exceptions**

[List all exceptions or state "None"]

Exhibit B

[Copy of Operator Lease and all supplements, amendments and modifications thereto, and assignments thereof]