COMMITMENT for Insurance Upon Completion Pursuant to Section 223(f)

OFFICE OF HOUSING Multifamily Production **U.S. Department of Housing and Urban Development**

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 U.S.C. 1001, 1010, 1012; 13 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

FHA Project No.:	XXX-XXXXX
Project Name:	Project Name
Project Address:	Project Street Address
	Project City, State, Zip

Lender Name	Borrower Name	
("Lender")	("Borrower")	
Lender Street Address	Borrower Street Address	
Lender City, State, Zip	Borrower City, State, Zip	
("Lender Address")	("Borrower Address")	

We understand that you, as Lender, have agreed to make a loan to Borrower (the "Loan") in an amount not exceeding the Maximum Loan Amount (defined below), evidenced by a note (the "Note") to be secured by a security instrument (the "Security Instrument") covering real

property as shown on the legal description of the property attached hereto as **Exhibit A** ("**Project**"). `

It is your intention to present the said Note and Security Instrument to the U.S. Department of Housing and Urban Development ("HUD") for mortgage insurance under the provisions set forth in Section(s) ______ of the National Housing Act ("NHA") and the Regulations thereunder now in effect (the "Regulations").

HUD hereby agrees to insure said Note and Security Instrument under the provisions of the NHA and Regulations upon the following conditions, all of which must be satisfied before this commitment letter (hereinafter referred to as the "Commitment") is enforceable against HUD.

Lender and Borrower expressly acknowledge and agree that each numbered item contained in this Commitment, including those in **Exhibit B**, is an independent condition that must be satisfied before HUD is legally obligated to accept the Note and Security Instrument for mortgage insurance. The HUD act that signifies its acceptance of said Note and Security Instrument for mortgage insurance is the "Initial/Final Endorsement" or "Endorsement."

The conditions contained herein may include various references to the *Multifamily Accelerated Processing Guide* (the "MAP Guide"), the *Federal Housing Administration Multifamily Program Closing Guide* (the "FHA Closing Guide"), and HUD "Program Obligations" (as defined in the Security Instrument). All applicable requirements of the MAP Guide, FHA Closing Guide, and Program Obligations are hereby incorporated by reference.

The definition of each capitalized term used in this Commitment is indicated with quotation marks, and preceded or followed by data, information, narrative, or reference to another document.

FHA Project No.	[Project Number]		
To be insured under Section 207 pursuant to Section 223(f) of the NHA.			
"Firm Commitment Effective Date"	[Date SIGNED BY Authorized Agent of HUD]		
"Firm Commitment Term"	[#] Days.		
"Maximum Loan Amount"	[NUMERIC DOLLARS]		
Wiaximum Loan Amount	[TEXT DOLLARS]		
"Initial MIP Payment Amount"	[DOLLAR AMOUNT]		
"MIP Percentage Rate"	[%]	% Per Annum	
"Section 50 Signatories"	[NAMES OF PERSONS OR ENTITIES]		

"Permanent Financing"			
"Permanent Interest Rate" [%] % Per Annum			
"Amortization Period"	[Number of Months]	Months	
"Initial Principal Payment Month"	[#]	Months after Date of Note Endorsement	
"Principal and Interest Payment Amount"	[NUMERIC \$ AMT]	Per Month	

"Secondary Financing"		
"Secondary Financing Source(s)"	[NUMERIC DOLLAR AMOUNT OR N/A]	
"Bridge Loan"	[Source Name or N/A]	[NUMERIC DOLLAR AMOUNT OR N/A]

"Survey"	[INSERT DATE OF LATEST DRAFT OR N/A, due to waiver of Survey Requirement]	
·	[INSERT SURVEYOR'S NAME & COMPANY]	

"Reserves, Insurance and Escrows"				
"Initial Reserve for Replacement Deposit Amount"	[DOLLAR AMT]	Prior to Closing		
"Annual Reserve for Replacement Amount"	[DOLLAR AMT]	Per Year		
"Monthly Reserve for Replacement Payment Rate"	[DOLLAR AMT]	Per Month		
"Critical Repair Costs"	[DOLLAR AMT]			
"Non-Critical Repair Cost"	[DOLLAR AMT]			
Non-Critical Repair Escrow	[DOLLAR AMT]			
"Latent Defect Assurance Amount"	[DOLLAR AMOUNT = 2.5% of Non-Critical Repair Escrow or NA]			

"Inspection Fee Amount"	[Dollar AMT or NA]	
"Exam Fee Amount"	t" [Dollar AMT or NA]	
"Flood Insurance"	[REQUIRED or NOT REQUIRED]	
"Property Insurance Coverage Amount"	[DOLLAR AMT]	
"Estimated Replacement Cost Value"	[DOLLAR AMT]	
"Required Property Insurance Deductible"	[DOLLAR AMT]	

"Initial Operating Deficit"	[Dollar AMT or NA]	
"Operating Deficit Period"	[Number of Months] Months after the date Final Endorsement	
"Short-Form Cost Certification"	[REQUIRED or N/A]	

"ADDITIONAL & DEAL-SPECIFIC CONDITIONS"		
Additional & Deal-Specific Conditions are identified in Exhibit B	[SEE EXHIBIT B OR N/A]	

I. UNIFORM CONDITIONS - FIRM COMMITMENT

- 1. <u>Firm Commitment Acceptance</u>. The Borrower's and Lender's acceptance of the Commitment must be evidenced by the return of a fully executed copy to the Commissioner on or before ten (10) business days from the "Firm Commitment Effective Date."
- 2. Firm Commitment Term. This Commitment shall expire after the "Firm Commitment Term" unless extended by HUD, excepting any conditions that must be satisfied prior to Initial/Final Endorsement, as discussed below. Upon such expiration, all rights and obligations of the respective parties shall cease, and pursuant to 24 C.F.R. § 200.47, HUD shall not insure the Note and Security Instrument. Prior to any extension of this Commitment, HUD may, at its option, reexamine this Commitment to determine whether it shall be extended in the same amount, or shall be amended to include a lesser amount. The Firm Commitment Term shall commence as of the date HUD executed this Commitment.
 - (a) Reopening of Expired Firm Commitment. A request for the reopening of this Commitment received within ninety (90) days of its expiration must be accompanied by the reopening fee of \$.50 per \$1,000 of the amount of the expired commitment.

- 3. No Material Adverse Change. Prior to Initial/Final Endorsement, the Lender must certify that there has been no material adverse change to the: (a) underwriting assumptions stated on the attachments to this Commitment; (b) financial condition or creditworthiness of the Borrower, or principals thereof; (c) Borrower's ability to perform its obligations or responsibilities under the loan documents; or (d) Project; and no event has occurred or circumstances exist that may result in such material adverse effect.
- **4.** Third Party Updates. HUD may require submission of updated third-party reports and underwriting, which will be subject to HUD review and approval, to extend this Commitment beyond its original expiration. HUD may elect to not insure the Note and Security Instrument as a consequence of any material adverse change to such reports or underwriting.
- 5. Compliance with Laws and HUD Requirements. The Borrower, Lender, and Project comply with all applicable federal housing statutes and regulations. All certificates, documents and agreements required by this Commitment and required for closing are on HUD forms or, if no HUD form is available, must be approved by HUD. The closing procedures and requirements in the FHA Closing Guide are followed, including procedures for changes to closing documents when requested. To the extent any condition references a specific form number, HUD may require the use of any renumbered, successor, or otherwise formally updated version.
- 6. <u>HUD Review</u>. HUD reserves the right to examine the Lender's file materials related to the underwriting of the Note and Security Instrument at any time during the ten (10) -year period following Initial/Final Endorsement. If there is evidence of fraud or misrepresentation by the Lender, HUD reserves its legal rights under the contract of mortgage insurance and Mortgagee Review Board requirements. The Lender agrees to retain, in accessible files, all materials related to the underwriting of the Note and Security Instrument for a period of ten (10) years, even though the Note and Security Instrument itself may be sold to another entity.
- 7. **Draft Closing Documents.** Draft closing documents, conforming to the terms of this Commitment, must be submitted not less than ten (10) business days prior to Initial/Final Endorsement. After review, the place and date of the closing will be designated, at which time the documents and exhibits in final form shall be delivered to HUD for approval. This Commitment and exhibits referred to herein, and the statute and applicable regulations constitute the entire agreement among the parties, and the signature of the Borrower and Lender below hereof evidences acceptance of the terms.
- 8. Closing Statement Certification. Upon closing, the Lender must submit a certified loan closing statement signed by the Lender and Borrower that itemizes the disbursement of Loan proceeds and Borrower's cash contribution, if any. The statement regarding the disbursements must be specific and list the amounts to be paid to satisfy the Borrower's obligations for: (1) existing or other indebtedness in a refinancing transaction, (2) repairs, (3) discounts, (4) financing fees, (5) legal expenses, (6) organizational expenses, (7) title and recording costs, and (8) any Lender required escrows for GNMA, taxes, or insurance. The

certified closing statement signed by the Borrower and Lender must include the following certification:

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9. <u>Electronic Documents</u>. Acceptance of this Commitment includes the Lender's agreement to provide, within five (5) business days after closing, a CD or USB flash drive containing electronic copies of the fully executed and otherwise collected closing documents. The CD or USB flash drive should be submitted to the assigned HUD closing coordinator and the HUD closing attorney.

UNIFORM CONDITIONS - SECURITY

- **10.** Form of the Note and Security Instrument. The Note and Security Instrument to be insured shall be in the form prescribed by HUD for use in connection with loans insured under the NHA in the locality in which the property is situated.
- 11. <u>First Lien Security Interest</u>. The Borrower and Lender, as applicable, shall provide a security agreement, UCC financing statements, and such other documents as required under State law, granting Lender and HUD a perfected first lien security interest in the UCC Collateral (as that term is defined in the Security Instrument, form HUD-94000M) for the duration of the insured Note and Security Instrument (subject only to liens for taxes and assessments that are not delinquent).
- 12. <u>Title Policy</u>. Prior to Initial/Final Endorsement, the Borrower shall present to HUD an ALTA Loan title policy and title policy endorsements in conformity with the FHA Closing Guide in effect on the date of this Commitment which shows title to the property (or, if approved by HUD, a leasehold estate therein) vested in the Borrower free of all exceptions to title (either junior or prior to said Security Instrument except said Security Instrument and such other exceptions to title as are specifically determined to be acceptable by HUD) on the date of Initial/Final Endorsement. Said title policy shall (i) by its terms inure to the benefit of the Lender and/or the U.S. Department of Housing and Urban Development, as their interests may appear.
- **13.** <u>Survey</u>. If required by HUD prior to Initial/Final Endorsement, and again prior to Final Endorsement, the Borrower shall present to HUD an ALTA/NSPS Survey of the Project and Surveyor's Report dated within 120 days of the closing, in form and substance satisfactory to HUD.

- **14.** Principal &Interest Payments. Upon Initial/Final Endorsement, the Lender shall pay to HUD, in advance, the "Mortgage Insurance Premium Initial Payment," which is calculated by multiplying the "Mortgage Insurance Premium Percentage Rate (MIP Rate)" by the principal amount of the Loan. The effective MIP rate is published annually in the Federal Register. The Lender shall continue to make mortgage insurance premium payments thereafter as required by the aforesaid Regulations.
- 15. <u>Secondary Financing</u>. All financing arrangements (other than the Note and Security Instrument and any other note and security instrument insured by HUD), including repayment obligations and other secondary financing, and occupancy restrictions, must be fully disclosed to and approved in writing by HUD prior to the date of this Commitment, and must comply with HUD's legal and administrative secondary financing requirements applicable to loans insured under the Section of the NHA applicable to the Note and Security Instrument, and must also comply with all HUD closing forms for subordinate financing and use restrictions, as applicable.
- 16. Changes in Tax Credit Allocation or Other Governmental Assistance. Pursuant to Form HUD-2880 (OMB control number 2510-0011), this Commitment is based on Borrower certifications regarding the absence or use of Tax Credits or Other Government Assistance. Any change to the Borrower's financial position relating to Tax Credits or Other Government Assistance must be reflected in an updated Form HUD-2880. HUD reserves the right to unilaterally alter any and all of its underwriting determinations, and/or revise the terms of this Commitment or Regulatory Agreement in accordance with the change in Tax Credit Allocation or Other Governmental Assistance.

UNIFORM CONDITIONS - AUTHORITY & OWNERSHIP

- 17. <u>Borrower Authority</u>. The Borrower must possess the powers necessary for meeting all the requirements of HUD for insurance of the Note and Security Instrument. Prior to Initial/Final Endorsement, there shall be delivered to HUD and the Lender (a) copies of ownership entity documentation that complies with applicable requirements of HUD, including a copy of the instrument under which the Borrower entity is created, together with copies of all instruments or agreements necessary under the laws of the applicable jurisdiction to authorize execution of the other closing documents, and (b) a Regulatory Agreement in the form prescribed by HUD for use in connection with loans insured under the NHA (the "Regulatory Agreement").
- **18.** <u>Section 50 Signatory.</u> Section 50 of the Regulatory Agreement shall apply to the individuals or entities identified above as "Section 50 Signatories." It is a condition of this Commitment that none of the Section 50 Signatories may withdraw or be substituted without HUD's prior written approval. The continued involvement of the Section 50 Signatories shall be clearly documented as appropriate in the relevant organizational documents.
- **19.** <u>Changes in Ownership/Financial Support</u>. HUD has materially relied on the representations made in the firm commitment application as to the identity of all ownership

entities and Project Principals, and individuals related to the transaction. It is a condition of this Commitment that any change to such ownership entities, including principals thereof, requires a written request to HUD for written approval of the change. All changes to the ownership entity, and principals thereof, shall be subject to HUD's credit review and previous participation clearance prior to Initial/Final Endorsement, as applicable. Additionally, the withdrawal of any individual/firm relied on for financial capacity prior to Initial/Final Endorsement requires prior approval by HUD.

20. <u>Previous Participation (2530) Review.</u> Any individuals and entities in control of the Project are subject to a previous participation review as set forth in 24 C.F.R. part 200, subpart H (as may be amended from time to time) and other Program Obligations ("Previous Participation").

Any individual or entity who is subject to the Previous Participation regulations but who has not already received Previous Participation approval or who may later become involved with the Project, is subject to said Previous Participation review, mortgage credit review, and Office of Foreign Assets Control (OFAC)/Terrorism checks and verifications as required by the U.S. Patriot Act, prior to Initial/Final Endorsement.

A closing date shall not be set until appropriate clearance and HUD approval is obtained for all participants. Previous Participation Certifications may be submitted to HUD electronically via the Active Partners Performance System (APPS) or via paper form HUD-2530 (OMB control number 2502-0118). For those principals who opt to file a paper form HUD-2530, these participants must register at Business Partner Registration HUD Multifamily and create a baseline in APPS prior to closing. To register, and for more information, please visit:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/apps/appsmfhm.

21. <u>Assignment & Transfer</u>. Attention is directed to the Regulations covering the assignment or the transfer of the insured Note and Security Instrument, in whole or in part, and the transfer of the rights, privileges, and obligations under the contract of mortgage insurance.

UNIFORM CONDITIONS - PROJECT

22. Property Insurance Coverage. Prior to issuance of the Permission to Occupy or prior to Endorsement as applicable, the Borrower must provide evidence of all required insurance in conformance with Program Obligations. Property insurance, including fire and other property insurance as required by the Security Instrument, shall be in full force and effect and coverage must equal the minimum "Property Insurance Coverage Amount," which is the lesser of 80% of "Estimated Replacement Cost Value" or the balance of the insured mortgage with a deductible that equals the "Required Property Insurance Deductible Amount." Upon Endorsement, the Borrower must be current with respect to all payments required by the Note and Security Instrument, including all deposits required to be made with the Lender for mortgage insurance premiums, fire and other property insurance premiums, ground rents, water rates, taxes and other assessments.

- **23.** Flood Insurance. If the property is located in an area of special flood hazards in which flood insurance is available under the National Flood Insurance Act, evidence of flood insurance is required prior to Initial/Final Endorsement.
- 24. Reserve for Replacement. The Regulatory Agreement shall provide, among other things, for the establishment of a reserve fund for replacements (the "Reserve Fund for Replacements") under the control of the Lender by payment of the "Annual Reserve Fund for Replacement Amount," to be accumulated monthly at the "Monthly Reserve Fund for Replacement Payment Rate," commencing on the date of the first payment to principal as established in the Note and Security Instrument, unless a later date is agreed upon by HUD. In addition to the Annual Reserve Fund for Replacement Amount, there shall be an initial deposit in the amount of not less than the "Initial Reserve for Replacement Deposit Amount" made to the Reserve Fund for Replacements by the Borrower at the time of Initial/Final Endorsement. If applicable, attached hereto as Exhibit D, is the Reserve for Replacement Funding Schedule which supports the per annum and initial deposits to the Reserve for Replacements. The Annual Reserve Fund for Replacement Amount shall be subject to change in accordance with Program Obligations.
- 25. <u>Capital Needs Assessment</u>. In connection with the Reserve Fund for Replacements, the Lender shall obtain a new Capital Needs Assessment ("CNA") for HUD to evaluate on or before the ten (10) year anniversary date of the latest CNA. A new CNA will be provided every ten (10) years thereafter. The cost of each such CNA report may be paid from the Reserve Fund for Replacements.

II. PROGRAM CONDITIONS (Section 223(f))

1. Note. The Note shall bear interest at the rate of the "Permanent Interest Rate" payable on the first day of each month on the outstanding balance of principal. The first repayment of principal (commencement of amortization) shall be due not later than the first day of the second month following the date of Initial/Final Endorsement. The Note shall be payable on a level annuity basis in the amount identified above as the "Principal and Interest Payment Amount" for the number of months identified above as the "Amortization Period." The maturity and final payment date shall be on the "Maturity Date," which shall be the first day of the final month in the Amortization Period.

NOTE: Any change in the interest rate may require reprocessing of the insurance application and amendment of this Commitment prior to Endorsement.

- 2. <u>Transfer of Escrows</u>. At Endorsement, funds held in Lender escrow accounts, including those for taxes and insurance, shall be transferred to the new Lender, to the extent necessary to fund escrows required by the Security Instrument.
- **3.** Request for Endorsement of Credit Instrument. Prior to Endorsement, the Lender must provide the Request for Endorsement of Credit Instrument Certificate of Lender, Borrower

and General Contractor (HUD-92455M) (OMB control number 2502-0598) certifying to the priority of the Security Instrument and other matters set forth therein. The Certificate shall itemize the charges made by the Lender in connection with the transaction and shall evidence the collection, by the Lender or its nominee, from the Borrower of funds to be applied to funding requirements listed in Exhibit B, Additional Conditions, if applicable.

- **4.** <u>No Unpaid Obligations</u>. The Borrower shall also furnish satisfactory proof that there exist no unpaid obligations contracted in connection with the Loan transaction, the purchase of the Project or refinancing of existing indebtedness, or the completion of any repairs, except such obligations as may be approved by HUD.
- **5.** Outstanding Debt. The Lender shall provide an aged schedule of Account Payables. Prior to Endorsement, the Borrower must provide a certification that all past due accounts payables and outstanding liabilities for project operating expenses have been cleared, released, and/or otherwise fully satisfied, per MAP Guide, Chapter 8.
- 6. <u>Inspection Fee.</u> Upon Endorsement, the Lender shall also pay to HUD an inspection fee equal to the "Inspection Fee Amount" set forth above.
- 7. Examination Fee. Prior to Endorsement, the Lender shall also pay to HUD an exam fee equal to the "Exam Fee Amount" set forth above.
- 8. <u>Initial Service Charge</u>. The Borrower shall not be required to pay the Lender an initial service charge in excess of two percent (2%) of the original amount of the Security Instrument.
- 9. <u>Assurance of Permanent Financing</u>. Prior to endorsement, the Lender must provide HUD with a commitment for a permanent loan or other firm written assurance demonstrating that permanent financing will be available at the rate shown in the firm commitment application. The form of assurance must address, but is not limited to the: (1) source of financing; (2) term; (3) interest rate; (4) extension provisions; (5) dates for delivery of the permanent mortgage; and (6) any conditions that are, will be part of, or will impact on the permanent financing arrangements.
- 10. <u>Utility Access</u>. Evidence satisfactory to HUD shall be submitted prior to Endorsement showing that adequate sewer, water, gas and electrical facilities (as applicable) have been or will timely be fully installed. All off-site facilities or utilities required in connection with the repairs shall be included in such evidence.
- 11. <u>Rent Roll</u>. The Borrower must submit a certified rent roll, dated within thirty (30) days of closing, detailing the occupancy level at the Project. If HUD determines the updated rent roll shows a significant change in occupancy from that which was assumed in underwriting, this Commitment shall be of no force and effect and will be canceled by HUD.

- **12.** <u>Management Agent</u>. The Project Owner's/Management Agent's Certification must be approved prior to scheduling Initial/Final Endorsement.
- **13.** <u>Meeting with Account Executive</u>. The Borrower and, if applicable, the Management Agent shall schedule a meeting with the Asset Management Account Executive to discuss items relative to operations. Please contact the Closing Coordinator in order to connect with the appropriate Account Executive.
- **14.** Short Form Cost Certification. The Lender must submit a complete modified form of cost certification (HUD Form 2205-A, Borrower's Certificate of Actual Cost) (OMB control number 2502-0044) ("Short Form Cost Certification") for review fifteen (15) days prior to Initial/Final Endorsement, unless the Loan is equal to or less than eighty percent (80%) of value of the Project.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

acting by and through the Secretary: By: Date: Authorized Agent Regional/Satellite Center This Commitment, including the Exhibit B conditions, is hereby accepted by the undersigned, and we hereby agree to be bound by the terms hereof. Each signatory below hereby certifies such signatory's statements and representations contained in this Commitment and all supporting documentation provided by such signatory are true, accurate, and complete. This Commitment 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. **BORROWER:** [Borrower Name] Date: By: Name: Title: LENDER: [Lender Name] Date: By: Name: Title:

Attached Exhibits

(Attached)

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Exhibit #	Description of Exhibit	Yes	No
Exhibit A	Legal Description		
Exhibit B	Additional Conditions		
Exhibit C	R for R Funding Schedule		
Exhibit D	Critical and Non- Critical Repairs		

EXHIBIT B: ADDITIONAL CONDITIONS

INSTRUCTIONS: Add any applicable "Additional Conditions" from HUD form "Additional Conditions - Section 223(f) Loans."

If applicable, also add any unique, deal-specific conditions required by HUD. Note that there are no standard boilerplate deal-specific conditions. These conditions are of such nature that they cannot be anticipated with predetermined language.

Also add any applicable conditions required under state law.

Attention: Internal Concurrence Only

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Please initial and date accordingly.

Underwriter	Technical Support Branch Chief	Underwriting Branch Chief	Director of Production	Regional Director