

**Request for Endorsement of
Credit Instrument &
Certificate of Lender,
Borrower & General
Contractor**
Section 242

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

OMB Approval No. 2502-0602
(Exp. 08/31/2019)

Public Reporting Burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. 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. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

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.

<p>Project Name:</p> <p>Project Address:</p> <p>Lender:</p>	<p>Project Number:</p> <p>Date of Commitment:</p> <p>Borrower:</p> <p><input type="checkbox"/> Refinancing under Section 242 pursuant to Section 223(f)</p> <p><input type="checkbox"/> Refinancing under Section 242 pursuant to Section 223(a)(7)</p>
---	---

To the U.S. Department of Housing and Urban Development (HUD):

GENERAL

The entities executing this Request for Endorsement of Credit Instrument (“**Request**”) are _____, Lender under that certain Borrower’s Security Instrument dated _____, 20____; _____, Borrower under the Borrower’s Security Instrument; and, in cases involving Limited Rehabilitation pursuant to Section 223(f) or required repairs pursuant to Section 223(a)(7), _____, General Contractor (or Construction Manager), the entity responsible for Limited Rehabilitation or repairs of the Project. The parties hereto understand that the Borrower’s Security Instrument, the Note, this Request, and any documents submitted with this Request are considered to be consistent with and shall be interpreted consistently with HUD’s regulations as they pertain to the Contract of Insurance. The parties hereto agree to be bound by Program Obligations. (The definition of any capitalized term or word used herein can be found in this Request, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Borrower’s Security Instrument, except that the term “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and

mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Request rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: (http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips)

I. CERTIFICATE OF LENDER

A. LENDER SUBMISSIONS & REPRESENTATIONS

1. Lender submits separately a payment to HUD for \$_____ covering the first mortgage insurance premium, together with the other items called for in the Firm Commitment as set forth above and in any extensions or amendments thereof. Lender certifies that all conditions of the Firm Commitment have been fulfilled to date, including any work done prior to initial/final endorsement of the Note that has been approved by HUD, in writing, and all HUD-imposed conditions have been met with respect to such work.
2. Lender submits separately the appropriate financing statement(s) covering all of the Mortgaged Property that, under applicable law, may be subject to a security interest under the Uniform Commercial Code (“UCC”), whether acquired now or in the future, and all products and cash proceeds and non-cash proceeds thereof (“UCC Collateral”).
3. Lender submits separately a signed, sealed, and certified survey of the Mortgaged Property, if required by HUD, and a title policy as specified in Program Obligations together with evidence that the Mortgaged Property is properly zoned.
4. Lender agrees that the amount approved for disbursement by HUD shall not be released unless the current endorsement to the title policy, insuring Lender and HUD, evidences that (a) the lien of the Borrower’s Security Instrument is prior to all liens and encumbrances that may have attached or defects that may have arisen subsequent to the recording of the Borrower’s Security Instrument, except such liens or other matters approved in writing by HUD, including tax liens not delinquent, and (b) the lien of the Borrower’s Security Instrument is prior to all mechanics’ and materialman’s liens filed of record subsequent to the recording of the Borrower’s Security Instrument, regardless of whether such liens attached prior to the recording date.
5. Lender agrees to: (a) obtain the prior written approval and/or consent of HUD in those instances required in the Borrower’s Security Instrument; (b) furnish HUD with all pleadings, reports and data in those instances required in the Borrower’s Security Instrument, except for physical inspections performed by HUD or on behalf of HUD, and financial reporting data; and (c) furnish HUD with a copy of any application by Lender for the appointment of a receiver pursuant to the Borrower’s Security Instrument and all related pleadings.
6. Lender agrees to furnish a complete copy of this Request to any successors and assigns of Lender and agrees that, in any contract for sale or assignment of the Borrower’s Security

Instrument to a successor Lender (for purposes of servicing the Loan only), the successor Lender shall be bound by the provisions of this Request that relate to the servicing of the Loan. As long as the Note is insured by HUD, any successor Lender and/or servicer must be an approved lender or servicer in accordance with Program Obligations.

7. To the best of our knowledge and information, all required repairs have been completed in accordance with Program Obligations, except for such items approved by HUD for delayed completion as indicated on a separate schedule attached hereto as Exhibit _____.
8. Impound accounts for taxes, insurance and mortgage insurance premiums have been established and are adequately funded.
9. Lender agrees to (a) require Borrower to keep the Mortgaged Property insured at all times against such hazards as Lender and HUD may from time to time require and as set forth in the Borrower's Security Instrument and Program Obligations, and (b) notify HUD of any known payments made by an insurer.
10. Lender certifies that all insurance policies on the Project comply with the terms of the Borrower's Security Instrument and, where applicable, that those insurance policies have attached thereto a standard mortgagee clause making the loss payable to Lender, as its interest may appear, and where applicable, Lender is shown as an additional insured. If Lender determined that any of the Improvements are located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, Lender certifies that it has collected a receipt from the insurance company providing flood insurance evidencing payment for the premium, dated _____.
11. If the Borrower's Security Instrument is assigned to HUD under the Contract of Insurance, HUD shall not be bound by the requirements of this Request.
12. Lender agrees to promptly review any Borrower's request for transfers of physical assets or modified transfers of physical assets and not unreasonably withhold Lender's approval of the transfer. If HUD approves the transfer, Lender agrees to execute a release and assumption agreement or a security instrument modification agreement incorporating any new Borrower's Regulatory Agreement into the existing Borrower's Security Instrument. It is understood that Lender's consent to the transfer shall in no way prejudice Lender's rights under the Contract of Insurance with HUD.
13. Lender agrees (a) to notify HUD in writing immediately upon receiving notice of any Violation of the Regulatory Agreement by Borrower, (b) that Violations under the terms of the Borrower's Regulatory Agreement may only be treated as a default under the Borrower's Security Instrument where HUD requests Lender to do so, and (c) following a Declaration of Default by HUD under the Borrower's Regulatory Agreement and upon the direction of HUD, declare the entire Indebtedness to be due and payable.
14. In addition to and not in derogation of all other undertakings made or mentioned herein, Lender: (a) undertakes to fully perform all duties imposed in or described by this Request; and (b) certifies as to Lender's present intent to fully perform such duties. Lender acknowledges that HUD relies upon the certifications and agreements made herein.

15. Inspection fee. We have collected cash in the amount of \$ _____ for the inspection fee required by the Firm Commitment and have remitted such amount to you. *[For use in Section 223(a)(7) transactions where all or a portion of the prepayment penalty for the existing loan is being funded from a premium on the new loan:]*
16. A prepayment premium of \$ _____ is due and payable from Borrower in connection with the prepayment of the existing HUD-insured loan for the Project. A portion of this prepayment premium in the amount of \$ _____ shall be funded by us on behalf of Borrower (we will receive such amount from the proceeds of a premium generated through the issuance and sale of Ginnie Mae mortgage-backed securities with respect to the loan).

B. FEES AND CHARGES BY LENDER

Additional fees and/or charges of Lender are enumerated on a separate schedule prepared by Lender, attached hereto as Exhibit _____. The charges have been (i) collected in cash or will be so collected not later than the date of initial/final endorsement of the Note; (ii) will be disbursed from Loan proceeds; or (iii) will be collected or disbursed as otherwise set forth in Program Obligations.

C. ESCROWS, RESERVES, AND DEPOSITS HELD BY LENDER

17. *(Check and complete applicable subsections.)*

(a) \$ _____, equal to one hundred percent (100%) of the estimated cost of the [Deferred Work] OR [Limited Rehabilitation Work], has been withheld by Lender from the proceeds of the Loan, and/or deposited by Borrower with Lender in the form of _____ (*cash and/or letter of credit*), or subject to the control and order of Lender with a depository institution satisfactory to Lender in accordance with Program Obligations, and is hereby included in the Escrow (Limited Rehabilitation Estimate Amount).

(b) In addition, \$ _____, consisting of not less than twenty percent (20%) [_____] *{insert different percentage if permitted by Program Obligations}* of the estimated cost of the Limited Rehabilitation Work, has been deposited by Borrower with Lender in the form of _____ (*cash and/or letter of credit*), or subject to the control and order of Lender with a depository institution satisfactory to Lender in accordance with Program Obligations, and is hereby included in the Escrow (Additional Deposit Amount).

(c) The Borrower has deposited with Lender an Escrow deposit guaranteeing payment for off-site facilities in the amount of \$ _____. This deposit is in the form of _____ (*cash or letter of credit*). The Escrow Agreement for Off-Site Facilities is dated _____, 20____, and is executed by _____.

(d) Additional escrows required by HUD

(1) [Insert name of escrow]: Borrower has deposited with Lender, in the form of _____ (*cash or letter of credit*), or subject to the control and order of Lender in a depository

satisfactory to Lender, in accordance with Program Obligations, \$_____ in the form of _____ (*cash or letter of credit*). Withdrawals shall be in accordance with Program Obligations.

18. ***Check the Following Boxes If Applicable***

Mortgage Reserve Fund.

Lender, as MRF trustee, has agreed to hold the Mortgage Reserve Fund established in accordance with the Firm Commitment;

Lender does not hold the Mortgage Reserve Fund established by Borrower in accordance with the Firm Commitment; and/or

[*Typical in a Section 223(a)(7) transactions:*] Funds held in the Mortgage Reserve Fund existing with respect to the Project under HUD Project No. _____ [*old HUD Project Number*] in the approximate amount of \$_____ are being transferred to the Mortgage Reserve Fund for the Project in accordance with the Borrower's Regulatory Agreement

19. Lender submits separately: (*Check and complete applicable subsections.*)

(a) Off-site bond in the amount of \$_____.

(b) Evidence to the effect that required off-site utilities and streets will be provided by the applicable Governmental Authority having jurisdiction or by public utility companies serving the Project.

D. CERTIFICATIONS, AGREEMENTS AND ACKNOWLEDGMENTS

20. Lender certifies and agrees that no financing charges other than charges disclosed herein have been made or shall be made. The term "**Financing Charge(s)**," as used herein shall mean any charge, direct or indirect, for supplying the Loan to Borrower or servicing the Loan for HUD, Ginnie Mae, a third-party investor or Lender's own account. In the event Lender agrees, upon request of Borrower or HUD, to invest any funds, or to perform other administrative services for the benefit of Borrower or HUD, or in the event that Lender agrees or is required by HUD to provide services which were not customarily provided by HUD lenders as of the date hereof, it may charge such fees and charges as are customarily charged for the performance of such services. Until initial/final endorsement for insurance by HUD, all funds collected pursuant to items (c), (d), or (e) below shall be held for the account of Borrower and shall be subject to HUD's control and direction in the event of a claim under the Contract of Insurance.

(*Lender check and complete the following applicable subsections*)

(a) Lender has not imposed and will not impose a financing charge of any kind directly or indirectly, other than the initial service charge.

- (b) Lender has imposed an initial service charge in the amount of \$_____.
- (c) Lender has collected a placement fee of \$_____.
- (d) Lender has a firm commitment from _____ to purchase the Loan at a financing charge or discount of ____ percent and Lender has collected in the form of (*cash or letter of credit*) _____ the amount of \$_____ to cover said charge or discount.
- (e) This Project shall be financed with (*tax-exempt or taxable*) _____ bonds. Therefore, Lender has collected in the form of (*cash or letter of credit*) _____ the amount of \$_____ and has distributed or shall distribute from Loan proceeds the amount of \$_____ to cover the costs of issuance. A statement is attached as Exhibit _____ itemizing these costs with an explanation of the necessity of each cost and the source of the funds.
- (f) Additional financing charges or discount or bonds sold at a premium of \$_____ are to be collected under Exhibit _____ attached hereto for the purpose shown in (c), (d), or (e) (*Strike inapplicable letters*). The arrangement for the collection of additional financing charges or discount or bonds sold at a premium must follow Program Obligations and use forms prescribed by HUD.
- (g) The Note rate includes a servicing fee payable to Lender monthly during the life of the Loan (“**Servicing Fees**”) as set forth in Program Obligations. Lender shall not invest escrow account monies in interest-bearing account unless interest earned is added to and included in the relevant escrow account.
- (h) The Loan to be made to Borrower will be financed through funds being provided by a third-party investor through the issuance to the investor of permanent participation certificates pursuant to a participation agreement between Lender and the investor, with respect to which agreement Lender has agreed to repay the investor at a stated interest rate according to a fixed payment schedule.
- (i) The Loan to be made to Borrower will be financed through funds being provided by a third-party investor through the issuance to the investor of construction and permanent, fully-modified, pass-through, mortgage-backed securities, guaranteed as to principal and interest by Ginnie Mae.

21. Lender certifies and agrees that, except for (a) Loan advances made in accordance with Program Obligations, (b) notes executed pursuant to Section 21(f) above, or (c) Lender advances made pursuant to the Borrower’s Security Instrument, Lender does not have outstanding and shall not make loans or advances to Borrower, the general contractor (or construction manager), or the architect for any purpose connected directly or indirectly with the Project without prior written approval of HUD; and Lender has not made or offered, and shall not make or offer, any guarantees, pledges, reservations of sums to become due, or other inducements to any entity or person to make loans or advances which Lender would be prohibited from making under the terms of this Section.

22. Lender certifies that Lender has not made and shall not make payment of any kickback or fee or other consideration, directly or indirectly, to any person who has received payment or other consideration from any other person in connection with this Loan transaction, including the purchase or sale of the Mortgaged Property, except for compensation paid or to be paid, if any, for the actual performance of services and approved by HUD.
23. Lender certifies that in any case where a letter of credit has been accepted instead of cash, (a) such unconditional and irrevocable letter of credit shall be in accordance with Program Obligations and has been issued by (1) another banking institution; or (2) Lender, subject to receiving HUD's written permission prior to initial/final endorsement; and (b) Lender has not made and shall not make any inducements as described in Section 22 above to procure issuance of letters of credit. Lender also agrees that if demand under the letter of credit is not immediately met, Lender shall forthwith provide cash equivalent to the undrawn balance thereunder.
24. Lender certifies that: (a) For Loans funded with the proceeds of state or local bonds, Ginnie Mae mortgage-backed securities, or other bond obligations as defined by HUD, any of which contain a prepayment lock-out and/or prepayment premium provision, Lender agrees, in the event of a default during the term of the prepayment lock-out and/or prepayment premium (i.e., prior to the date on which prepayments may be made with a prepayment premium of one percent or less), to follow those procedures set forth in Program Obligations.
- (b) After commencement of amortization, Lender shall notify HUD of the delinquency when a payment is not received by the fifteenth (15th) day of the month in which it is due.
25. Lender certifies that: (a) The following are the only identities of interest, as defined in Program Obligations, between Lender and Borrower, any Principal of Borrower, General Contractor (or Construction Manager), any subcontractor, or the seller of the land that are known to Lender (state "Not Applicable" if no such identities of interest exist):
-
-
- (b) Lender shall disclose to HUD any future identities of interest of which they become aware, as defined in Program Obligations, prior to initial/final endorsement.
26. Lender certifies to HUD that no identity of interest, as defined in Program Obligations, exists between Lender and the counsel to Borrower and no portion of the amounts included in the Loan for Borrower's attorneys has been paid to Lender or its employees or Lender's counsel.
27. Lender certifies to HUD that all funds, escrows, accounts, reserves, and deposits specified in this Request and any and all other funds held by or at the order of Lender in connection with the Loan transaction covered by this Request shall be funds held pursuant to Program Obligations and any applicable escrow agreements or Mortgage Reserve Fund Agreement, if applicable.
28. Lender certifies that all HUD form closing documents submitted to HUD in connection with this transaction (with the exception of the Opinion by Counsel to Borrower and the

accompanying Certification by Borrower) conform to those documents Lender obtained from HUD and such documents have not been changed or modified in any manner except as specifically identified and approved by HUD as evidenced by the attached Exhibit _____. It is understood that changes and modifications do not include filling in blanks, attaching exhibits or riders, striking through inapplicable provisions, deleting bracketed provisions as contemplated by the terms of the documents, or making changes authorized by Program Obligations. Lender further certifies that all closing documents submitted to and accepted by HUD at closing in connection with this transaction are listed in the attached Exhibit _____.

29. Lender acknowledges, based upon its reasonable due diligence, that Borrower has obtained or caused to be obtained the necessary governmental certificates, permits, licenses, qualifications and approvals of Governmental Authorities to own and operate the Mortgaged Property, to carry out all of the transactions required by the Loan Documents, and to comply with applicable federal statutes and regulations of HUD in effect on the date of the Firm Commitment. Lender also acknowledges that appropriate actions have been taken by and necessary filings have been made with those Governmental Authorities and a list of certificates, permits, licenses, qualifications and approvals that are obtained after the date hereof), all as disclosed by Borrower, is attached hereto as Exhibit _____.
30. Lender certifies that it has made reasonable inquiry and has discovered no liens or encumbrances against the Mortgaged Property that are not reflected as exceptions to coverage in the title policy.
31. Lender certifies that the Loan does not violate the usury laws or laws regulating the use or forbearance of money of the Property Jurisdiction.
32. Lender agrees that if there is a sale or transfer of all or a partial interest in the Note (other than a sale or transfer of a participation or other beneficial interest, e.g., a transfer of any interest of a Ginnie Mae MBS Security, or the creation of a security interest) or a change of the Loan servicer, Lender shall be responsible for ensuring that Borrower is given advance Notice of the sale, transfer and/or change.
33. Lender certifies that the Borrower's Security Instrument and the Uniform Commercial Code Financing Statement filings, along with any other documents or means required by State law, establish a perfected first lien security interest under the Uniform Commercial Code in the UCC Collateral in favor of Lender. Lender agrees that it shall maintain a perfected lien position in the UCC Collateral for the life of the Loan.
34. The following Exhibit(s) [is/are] attached to this Request: [INSERT LIST OF EXHIBITS]

The statements and representations of fact contained in this instrument and all documents submitted and executed by Lender in connection with this transaction are, to the best of Lender's knowledge, 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.

Date	Lender
	By

II. CERTIFICATE OF BORROWER

A. The undersigned Borrower certifies to HUD:

1. Borrower has read the foregoing Certifications of Lender, and to the best of its knowledge and belief considers it correct.
2. All funds escrowed with Lender, as set forth in the Certifications of Lender, may be held by Lender for the purposes indicated therein, or in an Event of Default and with HUD's permission may be applied to the Indebtedness.

B. Additionally, the undersigned certifies that:

3. Borrower has received the sum of \$ _____, constituting the full principal amount of the Loan for the Project.
4. Limited Rehabilitation or repairs is/are complete, except as otherwise noted in the Certifications of Lender, and is in accordance with the drawings and specifications or list of repairs required by HUD. The Borrower's Security Instrument is a good and valid first lien; the Mortgaged Property is free and clear of all liens other than that of the Borrower's Security Instrument or such inferior liens as have been approved by HUD; and all outstanding unpaid obligations to remain after initial/final endorsement of the Note by HUD that are contracted by or on behalf of Borrower, directly or indirectly, in connection with the Loan transaction, the acquisition of the Mortgaged Property, and the Limited Rehabilitation, or repair of the Project are listed below:

- | | |
|--|----|
| (a) HUD-approved notes (<i>copies attached hereto as Exhibit ____</i>) | \$ |
| (b) Due General Contractor (or Construction Manager) | \$ |
| (c) Other Unpaid Obligations approved by HUD | \$ |

(NOTE: If the space provided is inadequate to list all unpaid obligations, insert the total in each category and attach itemizations. If there are no outstanding obligations, so state.

5. Except for any amounts due on notes listed in Section 5 above, the undersigned agrees to pay the foregoing obligations in cash and to furnish HUD with receipts, or other evidence of payment satisfactory to HUD, within 45 days following the date hereof.
6. Borrower represents and warrants to Lender and HUD that no UCC filings have been made against Borrower or the Project prior to the initial/final endorsement of the Note by HUD (except for any UCC filings that are to be released in connection with the closing of the Loan) and Borrower has taken and shall take no action which would give rise to such UCC filings, except for any UCC filings in connection with the acquisition of any Real Property or Personalty (as listed below), that have been approved in writing by HUD.
7. The following Exhibit(s) [is/are] attached to this Request: [INSERT LIST OF EXHIBITS]

The Borrower affirms that the statements and representations of fact by Borrower contained in this instrument and all documents are, to the best of Borrower's knowledge, 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.

Date	Borrower
	By

**III. CERTIFICATE OF GENERAL CONTRACTOR (OR CONSTRUCTION
MANAGER)**

[Omit this Part 3 Certification of General Contractor (or Construction Manager) if not applicable.]

A. The undersigned general contractor (or construction manager) certifies to HUD:

1. The construction is in accordance with the Drawings and Specifications approved by HUD.
2. All outstanding unpaid obligations contracted by or on behalf of the undersigned in connection with the Construction Contract are listed below:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(NOTE: If the space provided is inadequate to list all unpaid obligations, insert the total in each category and attach itemizations. If there are no outstanding obligations, indicate "none.")

B. Except for unfinished work funded by an escrow or escrows approved by HUD, the undersigned agrees to pay the foregoing obligations, and to furnish HUD receipts or other evidence satisfactory to HUD, within 15 days following receipt of payment from Borrower.

The General Contractor (or Construction Manager) affirms that the statements and representations of fact by General Contractor (or Construction Manager) contained in this instrument and all supporting documentation thereto are, to the best of General Contractor's (or Construction Manager's) knowledge, 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: _____