

{insert name of property}
{insert location of property}
{insert existing FHA#}

**ACCOMMODATION AGREEMENT
(TPA POST RESTRUCTURING/DEBT FORGIVENESS)**

THIS ACCOMMODATION AGREEMENT (“Agreement”) is entered into as of the *{INSERT DATE}*, by and among *{INSERT NAME AND STATE OF ORGANIZATION OF ENTITY ACQUIRING THE SUBJECT PROPERTY}* (the “Purchaser”), and the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** (the “Secretary” or “HUD”).

WITNESSETH:

WHEREAS, *{INSERT NAME OF ENTITY SELLING THE SUBJECT PROPERTY}* (the “Seller”) was the owner of certain improved real property described in Exhibit A hereto and known as *{insert name of property}* (the “Project”), encumbered by that certain Mortgage Restructuring *{select appropriate Deed of Trust/Mortgage}* (“Mortgage”) from the Seller to the Secretary dated *{insert date of Mortgage}* and recorded *{insert date Mortgage is or will be recorded}* in the Office of the *{insert location in jurisdiction where deeds and mortgages are recorded}* (the “Land Records”); and

WHEREAS, the Mortgage secures performance of a Mortgage Restructuring *{insert appropriate Deed of Trust/Mortgage}* Note dated *{insert date}*, in the amount of *{insert Note amount in text}* (*#{insert numerical amount of Note}*), payable to the Secretary (the “Mortgage Restructuring Note”), made and executed by Seller pursuant to that certain Restructuring Commitment (the “Restructuring Commitment”) from the Secretary through the Deputy Assistant Secretary of the Office of Affordable Housing Preservation (“OAH”) to the Seller; and

WHEREAS, the Seller conveyed the Project to the Purchaser pursuant to terms and conditions approved by the Secretary, and further thereto OAH determined that the Purchaser was an independent, community based, tenant endorsed nonprofit purchaser, in accordance with Appendix C of the Mark-to-Market Operating Procedures Guide (the M2M Guide”) which is attached hereto as Exhibit B; and

WHEREAS, Purchaser requested that the Mortgage Restructuring Note be forgiven and cancelled (“Forgiveness”), to facilitate the acquisition of the Project by the Purchaser, and the Secretary agreed pursuant to section 517(a)(5) of the Multifamily Assisted Housing Reform and Affordability Act of 1997, Title V of the Departments of Veterans Affairs, Housing and Urban Development and Independent Agencies Appropriations Act, 1998 (Pub. L. No. 105-65, 111 STAT. 1384, as amended “MAHRA”), subject to the Purchaser’s agreement to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the Forgiveness and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. Incorporation of Recitals; Forgiveness. The foregoing recitals are incorporated in and made a part of this Agreement. This Agreement shall be recorded among the Land Records immediately after the deed to the Project vesting title in the Purchaser is recorded. Contemporaneous with the execution by Purchaser and recording of this Agreement among the Land Records, pursuant to MAHRA, the Secretary is forgiving and canceling the indebtedness evidenced by the Mortgage Restructuring Note, and issuing a release of the Mortgage.

2. Transfer Restriction/Other Obligations. Purchaser hereby covenants and agrees that notwithstanding, and without limiting, any other agreement with or requirement of HUD, but in addition thereto, for the period of ten (10) years commencing on the date of this Agreement, without HUD's advance written consent, Purchaser shall not convey the Project or allow a transfer of any interest in the Purchaser (including any entities which comprise the Purchaser), directly or indirectly, beneficial or otherwise. There are no conditions or constraints on HUD's ability to withhold such consent. Purchaser hereby expressly assumes the undertakings and obligations contained in the (i) Restructuring Commitment, and (ii), if applicable, the Rehabilitation Escrow Deposit Agreement between the Seller and the Secretary, and agrees to be bound to the terms thereof.

3. Violations; Secretary's Remedies. If the Secretary determines that the Purchaser has violated any of the terms of this Agreement, the Secretary shall be entitled to pursue and receive any and all remedies, administrative actions and/or sanctions available at law and/or in equity, including those that may be under or authorized by applicable law and regulations such as those provided under 24 CFR Part 24. Without limiting the foregoing, the parties further agree that upon any default under this Agreement, the Secretary may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against violation of this Agreement or for such other equitable relief as may be appropriate, since the injury to the Secretary arising from a violation under any of the terms of this Agreement would be irreparable and the amount of damage may be difficult to ascertain.

4. Successors Bound. All of the terms, covenants, conditions and agreements contained herein shall run with the land in which the Project is located and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, including without limitation successors in title to the Project.

5. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the

day and year hereinabove first written.

Witnessed by:

Witnessed By:

PURCHASER:

**{INSERT NAME AND STATE OF
ORGANIZATION OF ENTITY ACQUIRING
THE SUBJECT PROPERTY}**

By:

By: _____

Name:

Title:

SECRETARY OF HOUSING AND
URBAN DEVELOPMENT [SEAL]
ACTING BY AND THROUGH THE DEPUTY
ASSISTANT SECRETARY OF THE OFFICE OF
AFFORDABLE HOUSING PRESERVATION

By: _____

THEODORE TOON,
DEPUTY ASSISTANT SECRETARY

{Add Acknowledgments}

Exhibit A

[Legal Description]

Exhibit B
(Appendix C of the OPG)

Public reporting burden for this collection of information is estimated to average 0.5 hour 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. This information is required to obtain benefits. The office of Multifamily Housing, Office of Affordable Housing Preservation 451 7th Street SW, Room 6216 6230 Washington, DC 20410. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L.106 65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.