

### CONSOLIDATED RRH LOAN AGREEMENT

- To a Partnership Operating on a Profit Basis
- To a Limited Partnership Operating on a Profit Basis
- To a Partnership Operating on a Limited Profit Basis
- To a Limited Partnership Operating on a Limited Profit Basis
- To a Limited Liability Company

1. Parties and Terms Defined. This Consolidated Loan Agreement dated \_\_\_\_\_ between \_\_\_\_\_, a Partnership, duly organized and operating under the laws of the state of \_\_\_\_\_, ("Partnership"), whose address is \_\_\_\_\_, and the United States of America acting through the Rural Housing Service, or a successor agency, United States Department of Agriculture, ("Government") is made in consideration of loans, ("Loans"), to Partnership in the amount of \$ \_\_\_\_\_ made or insured, or to be made or insured, by the Government pursuant to section 515(b) of the Housing Act of 1949 to build \_\_\_\_\_ projects. The loans may be sold and insured by the Government. The loans shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government in rural areas. Such housing, facilities, and the land constituting the site are called "Housing". The indebtedness and other obligations of the Partnership under the notes evidencing the loans, the related security instrument and related agreement are herein called "Loan Obligation".

2. The following projects are consolidated which involve \_\_\_\_\_ loans: \_\_\_\_\_

3. Execution of Loan Instruments. To evidence the loan the Partnership has issued promissory notes ("Notes"), signed by \_\_\_\_\_ for the amount of the loans, payable in installments over a period of \_\_\_\_\_, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the Notes or any indemnity or other agreement required by the Government, \_\_\_\_\_ are to execute a real estate security instrument giving a lien upon the Housing and upon such other real property of the Partnership as the Government shall require, including an assignment of rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government \_\_\_\_\_ are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loans.

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4. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to execute on behalf of the Partnership: (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement", including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of which exceeds \$10,000 and any part of which is paid for with funds from the loan, and (c) Form RD 400-4, entitled "Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof, and any other undertakings and agreements required by the Government pursuant to lawful authority.

5. Borrower Contribution. The amount of \$ \_\_\_\_\_ was contributed by the Partnership from its own funds for the land purchase or development.

6. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the Loan Obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall deposit cash from the Borrower's own funds in an amount totaling \$ \_\_\_\_\_. Use of deposited cash will be in accordance with 7 CFR part 3560 or any successor regulation.

b. Reserve Account. Transfers at a rate not less than \$ \_\_\_\_\_ annually which is the total of amounts listed in the Loan Agreements being consolidated shall be made to the Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ \_\_\_\_\_ or such higher amount agreed to by the Government and shall be resumed at any time when necessary, because of disbursements authorized by the Government from the Reserve Account to restore it to minimum sum. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 3560 or any successor regulation.

1) To pay dividends to the partners of up to 8 percent per annum of the borrower's initial investment of \$ \_\_\_\_\_ provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by this section to be accumulated by that time (less any disbursements authorized by the Government), and (b) the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months.

2) To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by this section to be accumulated by that time (less any disbursements authorized by the Government), and (b) the amount in the reserve account will likely not fall below that required to be accumulated during the next 12 months.

7. Regulatory Covenants. So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the Housing will be sufficient at all times for operation and maintenance of the Housing, payments on the Loan Obligations, and maintenance of the accounts.

b. Establish and maintain complete books and records relating to the Housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the accounts, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the Housing or to any other property securing the Loan Obligations, and submit regular and special reports concerning the Housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the Housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the Loan Obligations.

3) Not change the membership by either the admission or withdrawal of any general partners nor permit general partners to maintain less than an aggregate of 5 percent financial interest in the organization nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the Housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the Housing.

f. Submit the required reports as per 7 CFR part 3560 or any successor regulation to the Government for prior review.

g. Comply with all its agreements and obligations in or under the Notes, security instrument, and any related agreement executed by the Partnership in connection with the Loan.

h. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the Loan Obligations.

i. Take other actions as may be required by the Government in connection with the operation of the Housing; or with any of the Partnership's operations or affairs which may affect the Housing, the Loan Obligation, or the security.

j. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of \$ \_\_\_\_\_, the Government may require that the borrower reduce rents the following year, refund the excess return on investment to the tenants, or use said excess in a manner that will best benefit the tenants.

## 8. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to consolidate the loan agreements of the Partnership. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the Loan Obligation. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the Loan Obligation immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the Housing and proceed to foreclose its security and enforce all other available remedies or take such other action as it deems necessary to enforce the provisions of this agreement.

c. To the extent legally permitted, any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership.

d. Any notice, consent, approval, waiver, amendment or agreement must be in writing.

e. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the Housing because of such disability. The Partnership will comply with the requirements of the Fair Housing Act, 42 U.S.C. 3601 et seq., the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the American with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the implementing regulations of the Department of Agriculture, 7 CFR part 15(b).

f. This Consolidated Loan Agreement shall be subject to the present and future laws and regulations of the Government.

g. This agreement may be cited in the security instrument and any other instruments as the "Consolidated Loan Agreement of \_\_\_\_\_, \_\_\_\_\_."

h. Borrower previously entered into Loan Agreements with the Government having the following dates

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All such previous loan agreements are consolidated into this Consolidated Loan Agreement and the multifamily housing units covered by such previous loan agreements shall be operated as a single project under the terms and conditions of this Consolidated Loan Agreement. Violation of this Consolidated Loan Agreement shall constitute an event of default under the security instruments which may be described in such previous loan agreements.

Borrower has delivered to Government several evidences of debt which provided for payments on various days of each month. To provide for orderly administration of the indebtedness, Borrower agrees to change the scheduled payment date on the following promissory notes, assumption agreements, or reamortization agreements to the first day of each following month until the debt evidenced by each instrument described is paid in full:

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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i. This Consolidated Loan Agreement shall be effective on the date it is approved by Government.

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PARTNERSHIP NAME

By:

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*Witness*

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*Borrower Representative*

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*Witness*

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*Borrower Representative*

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*Witness*

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*Borrower Representative*

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*Approval Date*

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*Approval Official*