Lender Narrative Section 232/232(i) - Fire Safety Equipment Installation, *with* Existing HUD-Insured Mortgage U.S. Department of Housing and Urban Development Office of Residential Care Facilities

Public reporting burden for this collection of information is estimated to average 15 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.

Privacy Act Notice: The Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of: The National Housing Act, 12 USC 1701 et seq. and the regulations at 24 CFR 5.212 and 24 CFR 200.6; and the Housing and Community Development Act of 1987, 42 USC 3543(a). The information requested is mandatory to receive the mortgage insurance benefits to be derived from the National Housing Act Section 232 Healthcare Facility Insurance Program. No confidentiality is assured.

INSTRUCTIONS:

The narrative is a document critical to the Lean Underwriting process. Each section of the narrative and all questions need to be completed and answered. If the lender's underwriter disagrees and modifies any third-party report conclusions, provide sufficient detail to justify. The narrative should identify the strengths and weaknesses of the transactions and demonstrate how the weaknesses are mitigated by the underwriting.

- <u>Charts</u>: The charts contained in this document have been created with versatility in mind; however they will not be able to accommodate all situations. For this reason, you are allowed to alter the charts as the situation demands. Be sure to state how you have altered the charts along with your justification. Include all the information the form calls for. Charts that include blue text indicate names that should be modified by the lender as the situation dictates.
- **Applicability:** If a section is not applicable, state so in that section and provide a reason. Do not delete a section heading that is not applicable. The narrative will be checked to make certain all sections are provided. If a major section is not applicable, add " Not Applicable" to the heading and provide the reason. For instance:

Parent of the Operator – Not Applicable

This section is not applicable because there is no operator.

The rest of the subsections under the inapplicable section can then be deleted. This instruction page may also be deleted.

• **Format:** In addition to submitting the PDF version of the Lender Narrative to HUD, please also submit an electronic Word version.

Instead of pasting large portions of text from third-party reports into the narrative, it is preferred that the lender simply reference the page number and the report. The focus of this document is for lender conclusions, analyses, and summaries.

Italicized text found between these characters $\langle EXAMPLE \rangle$ is instructional in nature, and may be deleted from the lender's final version. Please use the gray shaded areas (e.g.,) for your response. Double click on a check box and then change the default value to mark selection (e.g.,).

<<Insert Project Photo>>

Table of Contents

Executive Summary	5
Risk Factors	6
Program Eligibility	7
Waivers	7
Special Underwriting Considerations	7
Underwriting Team	8
Lender	8
Identities-of-Interest	8
Property Description	9
Site	9
Zoning	9
Title	
Title Search	9
Pro Forma Policy1	0
ALTA/ACSM Land Survey1	0
Borrower1	1
Organization1	2
Operating Lease1	2
HUD Lease Provisions1	2
Master Lease1	3
Lease Payment Analysis1	3
State Inspections14	4
Insurance14	4
Professional Liability Coverage14	4
Property Insurance1	5
Fidelity Bond/Employee Dishonesty Coverage1	5
Mortgage Loan Determinants	5
Overview1	5
Mortgage Term1	5
Debt Service Limit1	5
Transaction Cost Limit1	6
Additional Replacement Reserve Deposit1	6
Repairs1	6
Legal and Organizational Costs1	
Title and Recording Fees1	6
Other Fees1	6
HUD Fees1	6
Financing Fees1	7
Other Fees1	7
Sources & Uses1	7
Secondary Sources1	7

Executive Summary

FHA number:	
Project name:	
Project location:	< <street address,="" and="" city,="" county,="" state="">></street>
Lender's name:	
Lender's UW:	UW trainee:
Borrower:	
Operator:	
Parent of operator:	
Management agent:	
General contractor:	
License holder:	Borrower Operator Management agent

Purpose of loan:

<< description of purpose of fire safety equipment loan (e.g., automatic sprinklers, fire safety lighting, etc.)>>

Type of facility:	Skilled Nursing (SNF):	beds	units
	Assisted Living (AL):	beds	units
	Board & Care (B&C):	beds	units
	Dementia Care:	beds	units
	Independent Living (IL):	beds	units
	 Total:	beds	units

Current insured loan(s):

	<u>Proposed 232(i)</u>	
	<u>loan terms</u>	
Original Section of the Act:		
FHA number:		FHA number:
Original loan amount:		Proposed loan amount:
Current interest rate:		Proposed interest rate:
Maturity date:		Proposed maturity date:
Original terms (in months):		Proposed term (in months):
Principal & interest (monthly):		Principal & interest (monthly):
MIP (monthly):		MIP (monthly):
Total P+I+MIP (monthly):		Total P+I+MIP (monthly): ¹
Debt service coverage:		Total debt service coverage:
Principal balance:		
As of:		Total repl. reserve deposit:
Replacement reserve balance:		Proposed repairs: ²
As of:		
		TOTAL INSURED
		MORTGAGES:

	¹ Total P+I+MIP of all insut ² Repairs that are not for the equipment may not be inclu	installation of fire safety
Gross income: _\$ Effective gross income: _\$ Expenses & repl. res.: _\$ Net operating income: _\$	Expen	se ratio: <u>%</u>
Borrower:	< <legal name="">></legal>	
Operator:	< <legal name="">></legal>	Operating lease
Parent of Operator:	< <legal name="">></legal>	
Does the operating lease cover m	ultiple properties or tenants (is it a master lease)?	Yes No
Management Agent:	< <legal name="">></legal>	
License held by:	< <legal name="">></legal>	
Resident contracts with:	<< Entity with whom residents control	act for services>>

Risk Factors

Key Questions			
		Yes	No
1.	Are there any exceptions reflected on the pro forma title policy that materially affect HUD's risk? (<i>This response may be deferred if the lender elects to obtain title information after issuance of the firm commitment.</i>)		
2.	Is the borrower entity delinquent on its mortgage payments?		
3.	Has the borrower, operator, or any of their affiliates' renamed or reformulated companies, filed for or emerged from bankruptcy within the last five (5) years?		

<< For each "yes" answer above, provide a narrative discussion regarding the topic. Identify the risk factors and analyze and clarify how they are mitigated.>>

Other Risk Factors identified by Underwriter

Additionally, the underwriter has identified the following risk factors: *<<Provide discussion on other risk factors identified by the underwriter and how they are mitigated.>>*

Program Eligibility

<< Provide affirmative statement that project is currently HUD-insured and not loan is not HUD-held.>>

Waivers

<< Identify any waivers required for proposed financing. Identify specific provisions to be waived and justification for the waiver.>>

Special Underwriting Considerations

Key Questions

		Yes	No
1.	Is there any non-HUD-insured debt associated with this project?		
2.	Was an underwriter trainee involved in underwriting this transaction?		
3.	Was a mortgage broker involved in underwriting this transaction?		
4.	Does the underwriting include income from adult day care? (Note: Non- resident adult day care space <u>may not</u> be located on a separate site. The adult day care space will not be considered commercial space; however, the space may not exceed 20% of the gross floor area of the facility and the income may not exceed 20% of gross income. Provide a Certificate of Need or operating license, if applicable.)		
5.	Is there a ground lease?		
6.	Are there any professional liability insurance issues that require special consideration or HQ review?		
7.	Are any tax credits involved in this transaction?		
8.	Are any secondary funding sources involved in this transaction?		
9.	Are there any special escrows or reserves proposed for this transaction?		
10	Other than the aforementioned questions, waivers ,and program eligibility requirements, are there any other issues that require special or atypical underwriting consideration?		
11	. Do you, as the underwriter, recommend or request any HUD technical reviews of issues, exhibits, or third-party reports related to this transaction?		

<<For each "yes" answer above, provide a narrative discussion regarding the topic. As applicable, discuss the issue and its affect on underwriting. Describe any potential risks <u>and</u> the mitigants. For waivers, identify specific provisions to be waived and justification for the waiver.>>

Underwriting Team

Lender

Name:	
Underwriter:	
Underwriter trainee:	
Lender #:	
Site inspection date:	
Inspecting underwriter:	

Lender's Underwriter

<< Brief description of qualifications. The inspecting underwriter must be underwriter of record that is assigned to the project. >>

<u>Underwriter Trainee</u> (if applicable)

<<Brief description of qualifications.>>

Inspecting Underwriter (if applicable)

<< Brief description of qualifications. A MAP-approved 232 Underwriter or Lean-approved 232 Underwriter employed by the lender must visit the site <u>AND</u> sign this narrative.>>

Identities-of-Interest

Key Questions

		165	INU
1.	Have you, as the lender, identified any identities of interest on your certification?		
2.	Does the borrower's certification indicate any identities of interest?		
3.	Is there any identity of interest issues involving the Underwriting Lender, the existing lender or note holders, or the mortgage broker?		
4.	Does the lender know, or have any reason to believe, that any of the assertions in the other Consolidated Certifications submitted herewith, are inaccurate or incomplete?		

<<For each "yes" answer above, provide a narrative discussion regarding the topic. As applicable, describe the risk and how it will be mitigated. For example: The borrower and operator are related parties – John Doe has ownership in both entities. No other identities of interest are disclosed.>>

Vac

No

Property Description

Site

<< <u>Brief</u> narrative description about site to include location, size, etc. >>

Zoning

Legal Conforming

Legal Non-Conforming

Other

<<Narrative description: identify local jurisdiction; zoning designation; results of Zoning Letter provided in application submission; and discuss any variances, conditional uses, nonconformance or other pertinent issues affecting zoning. If the building is not a legal conforming use, discuss the adequacy of the zoning ordinance insurance coverage and/or recommend a condition to mitigate this risk.>>

<u>Title</u>

<<Lenders may elect to defer addressing title-related issues (including title search, pro forma policy matters, and land title survey matters) until after receiving a firm commitment with conditions related to these items.>>

Title Search

Da	te of Search:		
Fir	m:		
Fil	e Number:		
Key	Questions		
		Yes	No
1.	Is the title currently vested in an entity or individual other than the proposed borrower?		
2.	Does report indicate that delinquent real estate taxes are owed?		
3.	Does the report indicate any outstanding special assessments?		
4.	Does the report identify any outstanding debt that is not disclosed on the borrower's listing of outstanding obligations?		
5.	Are there or will there be any Use and Maintenance Agreements associated with this facility?		

<< For each "yes" answer above, provide a narrative discussion on the topic describing the risk and how it will be mitigated. >>

Pro Forma Policy

Fir	te/Time:		
Ро	licy Number:		
Key	Questions	Yes	No
1.	Is the title vested in an entity or individual other than the proposed borrower?		
2.	Are there any covenants, encumbrances, liens, restrictions, or other exceptions indicated on Schedule B-1?		
3.	Are there any use or affordability restrictions remaining in effect on the property?		
4.	Are there any easements or rights-of-way listed that are not indicated on the survey?		
5.	Are there any endorsements included aside from the standard HUD requirement?		
6.	Are there any subordination agreements, encroachments or similar issues that require HUD's approval?		

7.	Are there any other matters requiring special consideration, agreements, or	
	conditions that require HUD's attention?	
8	Are there any easements rights-of-way encroachments etc_identified on	

 Are there any easements, rights-of-way, encroachments, etc., identified on Schedules B-1 and B-2 that, in the lenders opinion, affect value or the marketability of the project?

<< For each "yes" answer above, provide a narrative discussion regarding the topic. Example: <u>Additional Endorsements</u>: As described in the Risk Factors section of the narrative, the XXXX does not conform to the past or current zoning requirements. The lender recommends...>>

ALTA/ACSM Land Survey

Da	te:		
Fir	m:		
Key	Questions	Yes	No
1.	Does the pro forma title policy include a survey exception?		
2.	Have there been any material changes in the legal description of the property since the date of the existing survey (e.g., due to a partial release, the		
	addition of property or both)?		
3.	Have any new easements affecting the property been granted since the date		

		Yes	No
	of the existing survey (other than blanket easements or other easements that clearly do not conflict with use of project facilities, as determined by HUD)?		
4.	Have any additional improvements (including driveways and parking areas)		
	been constructed on the property since the date of the existing survey?		

<< If you answer "yes" to any of the above questions, a current "as-built" survey, confirming to the <u>HUD Survey Instructions & Owner's Certificationt</u> is required and the ALTA/ASCM Land Title Survey addendum must be attached to this narrative.

If you answer "no" to all of the above questions, copies of the most recent signed and certified "as-built" survey, accepted by HUD, must be provided (originals are not required). No further review is needed. If copies are not available, a current "as-built" survey, confirming to the <u>HUD Survey Instructions & Owner's Certification</u> may be required and the ALTA/ASCM Land Title Survey addendum must be attached to this narrative.>>

Borrower

Na	ime:		
Sta	ate of Organization:		
Da	te Formed:		
Te	rmination Date:		
FΥ	'E Date:		
Key	Questions	Yes	No
1.	Does the borrower currently own any assets other than the subject property or participate in any other businesses?		
2.	According to the application exhibits, is or has the borrower been delinquent on any federal debt?		

<< For each "yes" answer above, provide a narrative discussion on the topic describing the risk <u>and</u> how it will be mitigated.>>

Organization

<<*Provide organization cart and narrative, as applicable.* At a minimum, all principals of the borrower should be identified.>>

Operating Lease

Date of Agreement:	
Current Lease Term Expires:	
Description of Renewals:	
Current Lease Payment:	
Major Movable Equipment	
Current Ownership:	< <borrower operator="">></borrower>
Post Closing Ownership:	< <borrower operator="">></borrower>
Post Closing Ownership:	< <borrower operator="">></borrower>

Key Questions

- 5		Yes	No
1.	Does the lease contain any non-disturbance provisions?		
2.	Does the lease require the borrower to escrow any funds other than those associated with this loan?		
3.	Is state approval of the lease payment required?		
4.	Will the lease payment need to be increased to cover increased debt service?		

<< For each "yes" answer above, provide a narrative discussion on the topic describing the risk <u>and</u> how it

HUD Lease Provisions

<<Discuss compliance with HUD lease provisions and identify any modifications required.>>

Key Questions

-5		Yes	No
1.	Is the facility subleased (master lease)?		
2.	Will the lease at closing have a term that will expire within 5 years with no lease renewal options? (<i>See guidance below.</i>)		
3.	Does the lease contain any non-disturbance provisions?		
4.	Does the lease require the borrower to escrow any funds other than those associated with this loan?		
5.	Are there proposed changes to the current operating lease?		
6.	Has the lender recommended any special conditions concerning the lease?		

		Yes	No
7.	Is an increased to the current lease payment required to provide sufficient		
	debt coverage for the mortgage payment, MIP, and other insurance		
	premiums, taxes, reserves or impounds?		

<< For each "yes" answer above, provide a narrative discussion regarding the topic.>>

Program Guidance:

ORCF has recently reviewed several applications that were submitted for review with Operator Agreements that will expire within five years or less. The underwriting criteria used by both ORCF and the lender is based on the current operator. Lenders need to provide HUD with information in their application regarding any changes to the operator that will occur within the next five years. This plan of action is necessary to ensure that the quality and experience of any potential new operator will be comparable or better than the current operator. For assisted living facilities (ALF), it is important to reemphasize that operators need to be experienced and have a proven track record with the operation, marketing, and lease up of ALF facilities. The five-year lease expiration issue does not apply to lessees that have lease renewal options.

Master Lease

<< If the project is a part of a portfolio subject to an existing master lease, explain how the lease provisions will be modified to reflect payments to cover increased debt service associated with this loan.>>

Lease Payment Analysis

The lease payments must be sufficient to (1) enable the borrower to meet debt service and impound requirements; and (2) enable the operator to properly maintain the project and cover operating expenses. The current leases indicate an aggregate rent payment of \$ per month (\$ annually) above the payments required by the HUD-insured loan.

The underwriter has prepared an analysis demonstrating the minimum annual lease payment.

a.	Annual principal and interest	\$
b.	Annual mortgage insurance premium	
с.	Annual replacement reserves	
d.	Annual property insurance	
e.	Annual real estate taxes	
f.	Total debt service and impounds	\$
h.	Minimum annual lease payment	\$

<<*Compare the minimum annual lease payment to the current lease payment. If the lease payment needs to increase, add the following language: "The lease payment must be increased*

_ _

to \$XX per year (\$XX per month). The underwriter has included a special condition to the firm commitment requiring the lease payment be revised to meet or exceed this minimum." If the lease payment does not need to increase, add the following language: "The current lease payment is sufficient. The recommended annual lease payment also provides the operator with an acceptable profit margin.">>

State Inspections

Key Questions

	Yes	No
Are there currently any open findings resulting from state survey inspections?		

<< If you answered "yes" to the question above, please discuss the open findings and the resolution.>>

Insurance

Professional Liability Coverage				
Yes	No			
Yes	No			
Yes	No			
Rate	er:			
Yes	No			
Per occurrence	:			
Aggregate:				
Deductible:				
Self insurance				
Per occurre	nce Claims made			
	Yes Yes Yes Yes Yes Rate			

Property Insurance

<<*Provide narrative discussion of review.* For example, "Hazard and Liability insurance has been and/or will be provided by XX. The insurance coverage will continue to comply with HUD requirements.">>

Fidelity Bond/Employee Dishonesty Coverage

<< Provide narrative discussion of review. For example, "The current insurance policy reflects fidelity (crime) insurance with the limit of \$XX and \$XX deductible. The HUD requirement for at least two months gross income receipts would total \$XX. The current level of coverage is sufficient for this project." If not sufficient, recommend commitment condition.>>

Mortgage Loan Determinants

Overview

The mortgage criteria shown on the form HUD-92264a-ORCF are summarized as follows:

Requested amount:	\$
Debt service coverage:	\$
Transactions costs:	\$
Deduction of loan(s), grant(s), and gift(s) for mortgageable items:	\$

Mortgage Term

The underwriter concluded that the estimated remaining useful life of the project is years. For mortgages equal to \$100,000 or more, the term of the mortgage is to be coterminous with the maturity of the existing HUD mortgage or 15 years. For mortgages less than \$100,000, the term of the mortgage is to be coterminous with the maturity of the existing HUD mortgage or 10 years.

Debt Service Limit

The \$ debt service limit was calculated using HUD's guidelines. This is based on 90% of the underwritten net operating income of \$, interest rate of % and a -year term. The mortgage calculation should account for debt service required by other mortgages that will remain in place.

<<Note: If the debt service coverage rate is less than 1.45, justification/mitigation of the additional risk to HUD must be addressed in the Risk Factors section of this narrative.>>

Transaction Cost Limit

The costs associated with the project totals \$ on the form HUD-92264a-ORCF, which is used to calculate the mortgage amount for this criterion. This total includes the following:

Legal and organizational fees\$Title and recording feesHUD feesLender feesSurvey, if requiredOther: <</td>

Total:

\$

Additional Replacement Reserve Deposit

<< If none, please state "None." Note that loan proceeds may not be used for additional replacement reserve deposits.>>

Repairs

<<*Repairs that are not for the installation of fire safety equipment may not be included in the mortgage.*>>

Legal and Organizational Costs

The borrower's legal and organization costs are estimated to total \$ (\$ for legal and \$ for organizational expenses). The underwriter concluded that the budgeted amounts are reasonable.

Title and Recording Fees

Title and recording fees are estimated to cost \$. The underwriter concluded that the budgeted amount is reasonable.

Other Fees

A total of \$ in third-party report fees has been included in the mortgage calculation and the .

HUD Fees

<<This section pertains to the transaction cost calculation and may not match the actual fees in the sources and uses. The HUD inspection fee is \$5 per \$1,000 of the fire safety mortgage amount.>> The HUD fees total \$ and are comprised of MIP totaling 1.0% of the

mortgage amount (\$); the HUD application fee totaling 0.3% of the mortgage amount
(\$); and the HUD inspection fee (\$).

Financing Fees

<< This section pertains to the transaction cost calculation and may not match the actual fees in the source and use. All fees paid to the lender are to be discussed. Maximum lender fees cannot exceed 3.5% of the mortgage.>> The financing fees payable to the lender total \$. The total is made up of a fee of 1.50% of the mortgage amount (\$); plus fixed lender fees totaling \$. In total, the fees payable to the lender represent % of the mortgage amount.

Other Fees

<< If none, please state "None." If the other fees are included, provide a descriptive listing with the estimated cost. Provide justification for eligibility.>>

Sources & Uses

<<*Provide a Statement of Sources and Uses of actual estimated cost at closing. Include all eligible and ineligible transaction costs.*>>

Secondary Sources

<<List and discuss all secondary sources, including terms and conditions of each. Secondary sources include surplus cash notes, grants/loans, tax credits, etc. >>

Type of Financing

The type of financing available to the borrower upon issuance of the commitment will likely be in the form of

Surviving Debt

<<List and discuss all existing long-term debt that will survive closing. >>

Other Uses

<< Discuss any Uses not previously discussed in this narrative. >>

Special Commitment Conditions

<<List any recommended special conditions. If none, state "None.">>

1.

2.

Circumstances that May Require Additional Information

In addition to the information required in this narrative, depending upon the facility for which mortgage insurance is to be provided, the mortgagor, operator, management agent and such other parties involved in the operation of the facility, current economic conditions, or other factors or conditions as identified by HUD, HUD may require additional information from the lender to accurately determine the strengths and weaknesses of the transaction. If additional information is required, the questions will be included in an appendix that accompanies the narrative.

Conclusion

<< Provide narrative conclusion and recommendation.>>

<u>Addenda</u>

Check all those that apply and include as addenda to this report.



Lender Narrative 223a7 Addendum Principal of the Borrower, HUD-9001e-ORCF Ownership change; principal not previously approved by HUD.

Lender Narrative 223a7 Addendum ALTA/ACSM Land Title Survey, HUD-9001b-ORCF

Refer to ALTA/ACSM Land Title Survey section.

Signatures

Lender hereby certifies that 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.

This report was reviewed and the Date site inspected by:

<<Name>> <<Title>> <<Phone>>

<<Email>>