

Recording requested by:

[1]

When recorded mail to:

[2]

(Space above this line for recorder's use.)

OMB Approval No. [_____] (Exp. [_____])

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This collection of information is required to apply to the Rental Assistance Demonstration program as authorized by the Consolidated and Further Continuing Appropriations Act of 2012 and subsequent appropriations. Requirements for RAD were established in PIH 2012-32 and subsequent notices. The information will be used to set affordability and use restrictions for converted projects. There are no assurances of confidentiality.

**HOUSING FOR THE ELDERLY
DECLARATION OF RESTRICTIVE COVENANTS AND USE AGREEMENT**

This Housing for the Elderly Declaration of Restrictive Covenants and Use Agreement (the “Use Agreement”) is executed by and between the U.S. Department of Housing and Urban Development, with an address of 451 Seventh Street, S.W., Washington, DC 20410, Attention: Office of Recapitalization, Office of Multifamily Housing, acting by and through the Secretary, his or her successors, assigns, or designees (“HUD”); and [3], a [4] duly organized under the laws of the [5], with an address of [6], and its successors or assigns (the “Owner”). [7] This Use Agreement is executed in accordance with the Rental Assistance Demonstration (“RAD”) authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011, as amended from time to time) (the “RAD Statute”), and its implementing program requirements and guidance including, without limitation, the Rental Assistance Demonstration – Final Implementation, Revision 4 Notice, H-2019-09 PIH-2019-23 (HA) as amended from time to time, and any successor document and/or regulations (hereinafter called the “RAD Notice”). This Use Agreement is effective as of the date agreed upon by the parties for closing of the RAD conversion (the “Closing Date”), which date is [8]. Recordation of this Use Agreement shall occur promptly following the Closing Date and if no Closing Date is specified in this paragraph, recordation shall be conclusive evidence of the Closing Date having occurred.

RECITALS

- A. RAD provides the opportunity to test the conversion of housing for the elderly originally developed with a capital advance and then subsequently assisted by a project rental assistance contract under the provisions of Section 202(c) of the Housing Act of 1959 (the “Section 202 Program”), as amended, to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through access to private debt and equity to address immediate and long-term capital needs.
- B. The Owner is the owner of certain existing or to-be-constructed improvements which will be commonly known as [9] (the “Project”), located on the real property described in Exhibit A, attached hereto and incorporated herein (the “Property”). The Project contains or will contain [10] dwelling units, of which [11] (the “Assisted Units”) will be subject to a Housing Assistance Payment contract, as the same may be renewed, amended or replaced from time to time (the “HAP Contract”). The HAP Contract is being executed on or about the date hereof and will become effective on the first of the month that is not less than 30 days following the Closing Date.
- C. The Assisted Units are the direct successor of units acquired, developed, and/or operated with assistance provided by HUD pursuant to the Section 202 Program and pursuant to agreements by and between HUD and the Owner. Such agreements included one or more of a capital advance agreement, a firm commitment, a mortgage note, a mortgage or deed of trust, a security agreement, a regulatory agreement, a use agreement and other collateral agreements (collectively, the “Section 202 Documents”).

D. Pursuant to the RAD Statute and RAD Notice, which this Use Agreement incorporates by reference, the Owner has agreed to encumber the Property and the Project, and to operate the Project in accordance with this Use Agreement in exchange for HUD's agreement to execute or permit the execution of the HAP Contract and the assistance provided thereby and to execute a termination and release of the Section 202 Documents.

E. In accordance with the RAD Statute and RAD Notice, except as otherwise agreed in writing by HUD, this Use Agreement is to be recorded superior to any liens or encumbrances on the Property and shall remain in effect for the Term, as defined below, even in the case of abatement or termination of the HAP Contract.

AGREEMENT

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below. The aforesaid Recitals are incorporated by reference.

1. Definitions. All terms used in this Use Agreement and not otherwise defined have the same meaning as set forth in the RAD Notice.

2. Term.

a. The term of this Use Agreement commences on the Closing Date and shall run until [**11**] (the "Term"). This Use Agreement shall survive abatement of assistance or termination of the HAP Contract unless otherwise approved by HUD.

b. Upon the expiration of the Term, this Use Agreement shall automatically cease and terminate by its terms, and the Property and the Project shall be deemed released of the restrictions contained in this Use Agreement without requiring any further writing between the parties. Notwithstanding the foregoing, upon expiration of the Term, HUD agrees to execute and deliver to the Owner such documents as the Owner shall reasonably request releasing and confirming the release of this Use Agreement from title to the Property and the Project and clearing title to the Property and the Project from any cloud or encumbrances created by this Use Agreement. The Owner's and any third party's costs associated with confirming the release of this Use Agreement from title, including recording costs, shall be at the Owner's expense.

3. Use Restriction and Tenant Incomes.

a. The Assisted Units shall be maintained and operated as rental housing for the Elderly. "Elderly" shall mean an Elderly family as defined in 24 CFR 5.403, as it may be amended from time to time. As of the date hereof, 24 CFR 5.403 reads as follows: "a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides."

b. The Owner shall comply with all of the terms and conditions of the HAP Contract, incorporated herein by reference. Without in any way limiting the foregoing, the Assisted Units

shall be leased in accordance with the HAP Contract, including any applicable eligibility and/or income-targeting requirements.

c. The “Transition Date” shall be the date which is twenty (20) years prior to the expiration of the Term. If, prior to the Transition Date, the HAP Contract is transferred from the Project in response to a breach by the Owner of the HAP Contract or if the HAP Contract is terminated (by way of illustration and not limitation, for breach or non-compliance), then through and until the Transition Date any new households leasing the Assisted Units (except if any of the Assisted Units is a HUD-approved manager unit) must be Elderly and must have incomes at or below fifty percent (50%) of the Area Median Income (“AMI”) at the time of admission (“50% Eligible Tenants”). Additionally, during such period rents for such Assisted Units must not exceed 30% of 50% of the AMI for households of the size occupying an appropriately sized unit. “Area Median Income” and “AMI” shall mean the median gross income for a household, as calculated and published by the Secretary of HUD from time to time, based on household size and on the median income for the metropolitan statistical area or other statistical area in which the Property is located. After the Transition Date, the restrictions in paragraph (d) immediate below shall apply.

d. After the Transition Date, if the HAP Contract is or has been transferred from the Project in response to a breach by the Owner of the HAP Contract or if the HAP Contract is terminated, then for the remainder of the Term any new households leasing the Assisted Units (except if any of the Assisted Units is a HUD-approved manager unit) must be Elderly and must have incomes at or below eighty percent (80%) of the AMI at the time of admission (“80% Eligible Tenants”). Additionally, rents for such Assisted Units must not exceed 30% of 80% of the AMI for households of the size occupying an appropriately sized unit.

e. Any tenant rent increase in excess of \$25 per month resulting from a transfer or termination of the HAP Contract as set forth in the preceding two subsections shall be implemented in three (3) roughly equal annual increments with respect to any household legally in residence in an Assisted Unit at the time of such transfer or termination of the HAP Contract.

f. The requirements of subsections (a) through (e) above are referred to as the “Use Restrictions.”

g. Notwithstanding the foregoing, in the event the Owner so requests and is able to demonstrate to HUD’s satisfaction that despite the Owner’s good faith and diligent efforts to do so, the Owner is unable either (1) to rent a sufficient percentage of Assisted Units to 50% Eligible Tenants or 80% Eligible Tenants, as applicable, in order to satisfy the Use Restrictions, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the number of units subject to the Use Restrictions, or otherwise modify the Use Restrictions in a manner acceptable to the Owner and HUD. Any such modification of the Use Restrictions shall be evidenced by a written amendment to this Use Agreement executed by each of the parties hereto.

4. Periods Not Subject to Use Restrictions.

a. Casualty. If the Project is damaged or destroyed by fire, natural disaster, or other casualty, or residents' tenancy is disrupted due to a declared disaster or other extenuating circumstance, the Use Restrictions on the affected units shall not be imposed during a period of repairs, relocation, and/or reconstruction.

b. Takings. If the Property is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, the Use Restrictions shall no longer apply with respect to Assisted Units unavailable for occupancy as a result of such takings.

5. Ownership. Through and until the Transition Date, the Project shall be owned or controlled by a non-profit entity. A non-profit entity is an organization that has tax-exempt status under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1986 or that is a non-profit consumer cooperative and includes a non-profit entity that is affiliated with a public agency. Non-profit entity ownership or control requirements shall be satisfied if a non-profit entity (or entities), directly or through an entity wholly owned by the non-profit entity (or entities) have one of the following roles:

- a. Holds a fee simple interest in the Property and Project;
- b. Owns the Property and is the lessor under a ground lease with the Owner of the Project;
- c. Has the direct or indirect legal authority (via contract, partnership share, agreement of an equity partnership, voting rights, or otherwise) to direct the financial and legal interests of the Owner with respect to the units covered by the HAP Contract;
- d. Owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable;
- e. Owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD;
- f. Owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or
- g. Other ownership and control arrangements approved by HUD.

6. Fair Housing and Civil Rights Requirements. The Owner and its agents, where applicable, shall ensure that the Project complies with applicable federal fair housing and civil rights laws, regulations, and other legal authorities, including those identified at 24 C.F.R. § 5.105.

7. Accessibility Requirements. The Owner and its agents, where applicable, shall ensure that the Project complies with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the

Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively.

8. Housing Standards. Throughout the Term, the Owner shall (a) maintain the Project in good repair and condition in accordance with applicable regulations and state and local law; (b) maintain the Assisted Units and any common areas serving such Assisted Units, in accordance with the Uniform Physical Condition Standards set forth in 24 CFR Part 5, Subpart G, as amended, if the Assisted Units are governed by a PBRA HAP Contract or in accordance with the Housing Quality Standards set forth in 24 CFR Part 982.101 as amended if the Assisted Units are governed by a PBV HAP Contract; (c) maintain and operate the Assisted Units and related facilities to provide decent, safe and sanitary housing, including the provision of services, maintenance and utilities; and (d) comply with the lead-based paint regulations set forth in 24 CFR Part 35, as amended.

9. Restrictions on Transfer.

a. HUD has been granted and is possessed of an interest in the Property. The Owner shall not convey, assign, transfer, lease, sublease, mortgage, pledge, hypothecate, encumber or otherwise dispose of the Property, any part thereof, or any interest therein or permit or suffer the conveyance, assignment, transfer, lease, sublease, mortgage, pledge, hypothecation, encumbrance or other disposal of the Property, any part thereof, or any interest therein, without the prior written approval of HUD.

b. Notwithstanding the foregoing, the Owner need not obtain the prior written approval of HUD for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, (ii) the granting of easements for the establishment, operation and maintenance of public utilities, (iii) the documentation of residential lease or other occupancy arrangements in the normal course of operation of the Property, (iv) subordinate liens or other transfers contemplated by and on the terms set forth in a RAD Conversion Agreement executed by the parties hereto in connection with the Project, whether such liens are recorded substantially concurrent with the recordation of this Use Agreement or recorded subsequent hereto (such as permanent financing to replace construction-period financing), and/or (v) a right of first refusal or purchase option to the non-profit entity or its affiliate pursuant to and as set forth in the applicable operating agreement, partnership agreement or similar agreement, which agreement has been approved by HUD.

10. Events of Default. Upon breach of any of the terms of this Use Agreement, HUD shall give the Owner written notice of the breach. The Owner shall have sixty (60) calendar days after receipt of such notice to cure the breach, or such longer time as may be reasonably required by the circumstances. If the Owner uses commercially reasonable efforts to cure the breach within the prescribed sixty (60) day period and is unable to do so, HUD may approve in writing, which approval shall not be unreasonably withheld, conditioned or delayed, an extension of an additional thirty (30) calendar days to cure the breach. HUD shall have discretion to provide additional thirty (30) calendar day extensions of time to cure the breach as circumstances warrant. If the breach is not cured to the satisfaction of HUD within the prescribed cure period, HUD may declare a default under this Use Agreement (an "Event of Default") without further notice.

11. Remedies. Upon an Event of Default, the parties hereto may institute legal action to enforce performance of the terms of this Use Agreement, to enjoin any material acts in violation of this Use Agreement, to recover whatever damages can be proven, and/or to obtain whatever other relief may be available under statute, at law or in equity. In addition, and without in any way limiting the foregoing, remedies may include any or all of the following:

a. HUD may require the Owner to lease all units at the Project that become available, without regard to whether such units had previously been designated as Assisted Units and without regard to the size or amenities of such units, to households meeting the requirements of the Use Restrictions until the Project and the Owner are in compliance with the Use Restrictions.

b. HUD may require the Owner to offer relocation assistance consistent with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 C.F.R. § 24, and other reasonable inducements to encourage households whose residency does not comply with the terms of the HAP Contract or the Use Restrictions, as applicable, to vacate the Project in order to re-lease the unit to households meeting the Use Restrictions.

c. HUD may apply to any court, State or Federal, to seek any remedies available at law or in equity, including without limitation for specific performance of this Use Agreement, for an injunction against any material violation of this Use Agreement, for the appointment of a receiver to take possession and operate the Project in accordance with the terms of this Use Agreement, or for other relief as may be appropriate, since the injury to HUD arising from an Event of Default would be irreparable and the amount of damage would be difficult to ascertain. A receiver appointed hereunder may collect all rents and charges in connection with the operation of the Project and use such collections to pay the Owner's obligations under this Use Agreement and the necessary expenses of preserving the property and operating the Project.

d. HUD may transfer the HAP Contract and the rental assistance contemplated therein to another entity and/or Property and/or Project.

e. All remedies provided in this Use Agreement are distinct and cumulative to any other right or remedy under this Use Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

12. Subordination; Successors and Assigns. Except as otherwise approved in writing by HUD, any lien on the Project and/or Property shall be subject and subordinate to this Use Agreement. This Use Agreement shall be binding upon the Owner and all future successors and assigns with respect to any portion of the Property or the Project. The benefits and burdens of this Use Agreement touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Use Agreement, including any HUD-approved transferee. This Use Agreement shall survive foreclosure of any subordinate lien and shall survive bankruptcy of any Owner of the Project and/or Property.

13. Books and Records. The Project books and records shall be established and maintained in accordance with HUD requirements. The Owner shall furnish any information and reports pertinent to compliance with this Use Agreement and applicable HUD requirements as

reasonably may be required from time to time by HUD, in a manner prescribed by HUD. Following receipt of appropriate and reasonable notice, the Owner shall permit HUD or any of their duly authorized representatives to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Owner that are pertinent to compliance with this Use Agreement.

14. Lender Provisions.

a. Nothing in this Use Agreement prohibits any holder of a mortgage or other lien against the Property or Project from exercising its rights and remedies under such lien, including, without limitation, foreclosing its lien or accepting a deed in lieu of foreclosure. Any lien holder shall give HUD, as a courtesy, written notice prior to declaring an event of default. Any lien holder shall provide HUD concurrent notice with any written filing of foreclosure filed in accordance with state law provided that the foreclosure sale shall not occur sooner than sixty days (60) days after such notice is provided to HUD. The Notice to HUD may be personally delivered, sent by U.S. certified or registered mail, return receipt requested, first class postage prepaid, or sent by nationally-recognized overnight delivery service that provides written proof of delivery, addressed as follows:

If the HAP Contracts provides for project based rental assistance (“PBRA”):

U.S. Department of Housing and Urban Development
451 7th Street SW, Room 6106
Washington, DC 20410
Attention: Office of the Assistant Secretary for Housing – Office of Asset
Management and Portfolio Oversight

If the HAP Contracts provides for project-based voucher assistance (“PBV”):

U.S. Department of Housing and Urban Development
451 7th Street SW, Room 4100
Washington, DC 20410
Attention: Office of the Assistant Secretary for Public and Indian Housing –
Office of Housing Voucher Programs

b. Notwithstanding any lienholder’s foreclosure rights, this Use Agreement survives foreclosure and any new owners of the Property or the Project take ownership subject to this Use Agreement.

c. Transfer of title to the Property or the Project may be grounds for termination of assistance under the HAP Contract. However, HUD may permit, through prior written consent by HUD, the new owner of the Property or the Project to assume the HAP Contract, subject to the terms included therein, or enter into a new HAP Contract. Any HUD consent to continued HAP assistance is subject to the RAD Statute, RAD Notice and other RAD program requirements.

d. Each entity interested in purchasing the Property in a foreclosure sale administered under state foreclosure law may submit a written request to HUD to continue the HAP Contract assistance in the event of such entity's successful acquisition at the foreclosure sale. Such request shall be submitted by the latter of ten business days after first publication of the foreclosure sale or 60 days prior to such foreclosure sale.

15. Notices. All notices under this Use Agreement shall be in writing, addressed to HUD or the Owner, as appropriate, at the addresses for such parties set forth above, and shall be served by (a) personal service or receipted courier service, (b) registered or certified first-class mail, return receipt requested, or (c) nationally-recognized overnight delivery service that provides written proof of delivery. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service; if sent pursuant to clause (b) shall be deemed received seven (7) calendar days following deposit in the mail; and if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section.

16. Amendments or Release. This Use Agreement may be amended only by a written instrument signed by HUD and by any other parties to this Use Agreement. There shall be no amendment, modification, rescission, revocation and/or termination of this Use Agreement without the prior written approval of HUD. Further, this Use Agreement is not subject to negotiation by the Owner or any lender with a secured interest in the Property.

17. Tenant Participation. The Owner agrees (a) not to impede the reasonable efforts of tenants to organize as detailed in 24 CFR Part 245, and (b) not to unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the Project when requested by (i) a resident tenant organization in connection with the representational purposes of the organization, or (ii) tenants residing in the Project who seek to organize or to consider collectively any matter pertaining to the operation of the Project.

18. Conflicts. Any conflicts between this Use Agreement and the HAP Contract or any other applicable HUD program requirements shall be conclusively resolved by the Secretary.

19. Execution of Other Use Agreements. The Owner covenants and agrees that it has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Use Agreement, and that in any event, the provisions of this Use Agreement are paramount and controlling as to the rights and obligations set forth herein, and supersede any conflicting requirements.

20. Subsequent Statutory Amendments. If revisions to the provisions of this Use Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Use Agreement that are needed to conform to the statutory amendments. At HUD's option, HUD may implement any such statutory amendment through rulemaking or notice. Except with respect to statutory amendments implemented through notice, future updates, changes and amendments to the RAD Notice and to successor or applicable regulations and guidance shall be applicable only to the extent that they interpret, clarify and implement the terms of this Use Agreement rather than add or delete provisions from this Use Agreement.

21. Third Party Beneficiaries. No person or entity, other than the parties to this Use Agreement, has any rights or remedies under this Use Agreement.
22. Waivers. No waiver, forbearance, or failure to enforce any term of this Use Agreement by HUD shall be deemed a waiver or forbearance in future instances.
23. Governing Law. This Use Agreement shall be governed, construed and interpreted in accordance with the laws of the state in which the Property is located, and the parties shall submit to the jurisdiction and venue of the courts in the county where the Property is located.
24. Severability. The invalidity or unenforceability of any clause, part or provision of this Use Agreement shall not affect the validity or enforceability of the remaining portions thereof.
25. Counterpart Signatures. This Use Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the date first written above.

The Owner hereby certifies that the information provided on this form and in any accompanying documentation is true and accurate. The Owner understands that any misrepresentations may be subject to civil and/or criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sections 1001 and 1010. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

Owner: [13], a [14]

By: _____
Name: _____
Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[15]

ss.

[16]

On _____, 20__, before me, a Notary Public for the above jurisdiction, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the above jurisdiction that the foregoing paragraph is true and correct. Witness my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

HUD: U.S. Department of Housing and Urban Development

By: _____
Name: _____
Title: Director, Office of Recapitalization

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[15]

[16]

ss.

On _____, 20__, before me, a Notary Public for the above jurisdiction, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the above jurisdiction that the foregoing paragraph is true and correct. Witness my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Address: [**17**]

Real property in the City of _____, County of _____,
State/Commonwealth of _____, described as follows:

[**18**]

DRAFT

INSTRUCTIONS:

1. Insert the name and address of the post-conversion Owner executing this Use Agreement, or the name and address of their attorneys.
2. Insert the name and address of the post-conversion Owner or of their attorneys.
3. Insert the legal name of the post-conversion Owner.
4. Insert the legal entity type (e.g., non-profit corporation, limited liability company, limited partnership) of the post-conversion Owner.
5. Insert the place of legal formation of the Owner, e.g., Commonwealth of Virginia or State of Nebraska.
6. Insert the Owner's legal address.
7. If the Owner is not the owner of the fee estate, include appropriate language incorporating the owner of the fee estate, either as a party to the agreement or consenting to the agreement and ensuring non-disturbance of the agreement.
8. Insert a blank in the Use Agreement prepared for execution. The escrow agent must fill in the month, day, and year when the transaction is released from escrow and closed.
9. Insert the name of the Project.
10. Insert the total number of all dwelling units in the Project, including unrestricted units, affordable units not previously part of the Section 202 contract and Section 202 units being converted under RAD.
11. Insert the number of dwelling units being converted under RAD.
12. Insert the date which is 20 years after the expiration of the current Section 202 Capital Advance Use Agreement.
13. Insert the legal name of the Owner.
14. Insert the legal entity type of the Owner
15. Insert the name of the State or Commonwealth where the document is signed.
16. Insert the name of the County where the document is signed.
17. Insert street address and any other tax map identification.
18. Insert complete metes and bounds legal description or other legal description (such as a reference to a plat map) which is legally sufficient in the State or Commonwealth.