

**HUD Form 90092, HUD Multifamily and Healthcare Loan Sale Qualification Statement**

LOCATION	CURRENT TEXT	REVISED TEXT
p. 1, #1a	Question wording here ..... ..... .....  a) answer choice b) answer choice c) answer choice	(Example: This question is now removed.)
p.1, #2	Old question wording.	New question wording.
p. 2 – p. 12, upper right hand corner header	(exp. 09/30/2014)	(exp. 04/30/2024)
p1,first paragraph, 3 <sup>rd</sup> sentence	The information requested	The undersigned understands further that the information requested
p1, 3 <sup>rd</sup> paragraph	The following information is being solicited with respect to the individual or entity whose name will appear on the Loan Sale Agreement as the Purchaser (“Purchaser”) and to whom the Mortgage Loans will be transferred after the Loan Sale:	<p>The following information is being solicited in order to determine if the individual or entity listed below is qualified to bid. Hereinafter and for the purposes of this document, the individual or entity seeking to be a qualified bidder in the Loan Sale is referred to as “Purchaser.” This information will also be used to prepare the transfer documents if the qualified bidder ultimately bids and is determined to be the successful bidder:</p>

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P1, item I	I. Purchaser Information (identify Purchaser exactly as the name will appear on the Loan Sale Agreement):	I. <u>Purchaser Information</u> (identify Purchaser exactly as the name will appear on the Loan Sale Agreement <b>that must be executed by a qualified bidder, and that provides the terms of the transfer of Mortgage Loan(s):</b> )
p2, item G	G. Purchaser Tax I.D.	G. Purchaser Tax I.D./ <b>S.S. No</b>
p4, 2 <sup>nd</sup> bolded sentence	<b>By executing this Qualification Statement, Purchaser certifies, represents and warrants to HUD that EACH of the following statements A through and including K is true and correct as to such Purchaser:</b>	<b><u>By executing this Qualification Statement, Purchaser certifies, represents and warrants to HUD that EACH of the following statements A through and including N is true and correct as to such Purchaser:</u></b>
p6, G, 2 <sup>nd</sup> paragraph, first sentence	In addition, (xii) Purchaser represents and warrants that (i) within the two-year period prior to the sale date, it has not, and it is not an affiliate, principal or employee of any person or entity that, within such two-year period, serviced any of the Mortgage Loans or performed other services for or on behalf of HUD with respect to any of the Mortgage Loans, (ii) within the two year period prior to August 1, 2018, it was not a contractor or subcontractor to and it did not otherwise have access to information	In addition, (xii) Purchaser represents and warrants that (i) within the two-year period prior to <b>_____</b> , it has not, and it is not an affiliate, principal or employee of any person or entity that, within such two-year period, serviced any of the Mortgage Loans or performed other services for or on behalf of HUD with respect to any of the Mortgage Loans, (ii) within the two year period prior to <b>_____</b> , it was not a contractor or subcontractor

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	<p>concerning the Mortgage Loans or provide services to any person or entity which, within such two-year period, had access to information with respect to the Mortgage Loans, and (iii) no employee, officer, director or any other person that provides or will provide services to Purchaser with respect to such Mortgage Loans during any warranty period established for the Loan Sale, within the two-year period prior to sale date,</p>	<p>to and it did not otherwise have access to information concerning the Mortgage Loans or provide services to any person or entity which, within such two-year period, had access to information with respect to the Mortgage Loans, and (iii) no employee, officer, director or any other person that provides or will provide services to Purchaser with respect to such Mortgage Loans during any warranty period established for the Loan Sale, within the two-year period prior to _____,</p>
p 7, I	G.	Item G was change to <b>I.</b>
p 8, J	H.	Item H changed to <b>J</b>
p 8, K	<p>K. If Purchaser is a mortgagor or a healthcare operator with respect to any HUD insured or subsidized mortgage loans (excluding the Mortgage Loans being offered in the Loan Sale), before executing this Qualification Statement, Purchaser has submitted to HUD, in accordance with HUD’s regulations and the regulatory agreements relating to the projects securing such Mortgage Loans, the annual audited financial statements for each such project for the three most recent fiscal years prior to the sale date. If any of three most recent audited financial</p>	<p>K. If Purchaser is a mortgagor or a healthcare operator with respect to any HUD insured or subsidized mortgage loans (excluding the Mortgage Loans being offered in the Loan Sale), before executing this Qualification Statement, Purchaser has submitted to HUD, in accordance with HUD’s regulations and the regulatory agreements relating to the projects securing such Mortgage Loans, the annual audited financial statements for each such project for fiscal years _____. If any of the _____ audited financial statements for a project securing a Mortgage Loan have not</p>

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	<p>statements for a project securing a Mortgage Loan have not already been submitted to HUD, Purchaser must meet the requirement for electronic submission of the audited financial statements and HUD must receive the completed Qualification Statement on or before the first day of the month of the sale. For example, if the date of the sale is July 15 the audited financial statement must be received by July 1.. If HUD did not receive the required financial statements by its due date Purchaser will be ineligible to bid in the Loan Sale. Purchaser agrees to provide any additional information relating to such a Mortgage Loan or project as HUD may reasonably request in connection with the Loan Sale.</p>	<p>already been submitted to HUD, Purchaser must meet the requirement for electronic submission of the audited financial statements and HUD must receive the completed Qualification Statement on or before [REDACTED]. <b>If HUD did not receive the required financial statements by [REDACTED], Purchaser will be ineligible to bid in the Loan Sale.</b> Purchaser agrees to provide any additional information relating to such a Mortgage Loan or project as HUD may reasonably request in connection with the Loan Sale.</p>
<p>p 8, item L, first paragraph</p>	<p>If Purchaser or any Related Party, as defined below, is a mortgagor in any of HUD's multifamily housing programs or a mortgagor or operator in any of HUD's healthcare programs (excluding the Mortgage Loans being offered in the Loan Sale) and Purchaser is not otherwise disqualified under paragraph G above, Purchaser represents and warrants that: (i) neither Purchaser nor any Related Party is in default (whether monetary or nonmonetary) under any HUD loan, and neither Purchaser nor any Related Party has been notified by HUD that it is in violation of, or not in compliance with, any regulatory or</p>	<p>L. If Purchaser or any Related Party, as defined below, is a mortgagor in any of HUD's multifamily housing programs or a mortgagor or operator in any of HUD's healthcare programs (excluding the Mortgage Loans being offered in the Loan Sale) and Purchaser is not otherwise disqualified under paragraph G above, Purchaser represents and warrants that: (i) neither Purchaser nor any Related Party is in default (whether monetary or nonmonetary) under any HUD loan, and neither Purchaser nor any Related Party has been notified by HUD that it is in violation of, or not in compliance with, any regulatory or business agreements with</p>

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	<p>business agreements with HUD; or (ii) if such a default or violation exists, Purchaser shall cure such default or violation on or before the first day of the month of the sale. For example, if the date of the sale is July 15, all such default or violation must be cured by July 1. Curing any nonmonetary default means specific performance in accordance with instructions provided by HUD. Curing any monetary default includes repaying HUD for any monetary amounts that may have been advanced by HUD or by an FHA approved mortgagee or servicer that subsequently received FHA insurance benefits with respect to the Mortgage Loan. If Purchaser does not cure such default or violation on or before the due date, Purchaser will be ineligible to bid in the Loan Sale.</p>	<p>HUD; or (ii) if such a default or violation exists, Purchaser shall cure such default or violation on or before [REDACTED]. Curing any nonmonetary default means specific performance in accordance with instructions provided by HUD. Curing any monetary default includes repaying HUD for any monetary amounts that may have been advanced by HUD or by an FHA approved mortgagee or servicer that subsequently received FHA insurance benefits with respect to the Mortgage Loan. <b>If Purchaser does not cure such default or violation on or before [REDACTED], Purchaser will be ineligible to bid in the Loan Sale.</b></p>
<p>P 8, item L, 2<sup>nd</sup> paragraph, last sentence</p>	<p>Subject to paragraph G above, if Purchaser does not cure (or cause to be cured) such violation on or before the due date, Purchaser will be ineligible to bid in the Loan Sale.</p>	<p><b>Subject to paragraph G above, if Purchaser does not cure (or cause to be cured) such violation on or before [REDACTED], Purchaser will be ineligible to bid in the Loan Sale.</b></p>
<p>p 10, item N, 2<sup>nd</sup> paragraph</p>	<p>Purchaser understands that the above certifications, representations, and warranties are made for the purpose of qualifying Purchaser as a “qualified bidder” at the Loan Sale. Purchaser also agrees to update this Qualification Statement submission if any material changes occur that in any way alters the information and responses provided herein,</p>	<p>HUD and the Purchaser agree that this Qualification Statement may be electronically signed pursuant to applicable laws governing electronic transactions, including, without limitation, the Electronic Signatures in Global and National Commerce Act (E-SIGN) (15 U.S.C. 7001 et seq.), and</p>

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	<p>between the execution date of this Qualification Statement and the date that Purchaser's deposit is returned or the date that the sale of the Mortgage Loan closes, whichever occurs first. Purchaser hereby represents that the above certifications, representations, and warranties are true and correct in all respects as of the time they are made and as of the time Purchaser purchases any of the Mortgage Loans offered for sale at the Loan Sale and understands that HUD is relying upon the truthfulness and correctness of such statements.</p>	<p>the Uniform Electronic Transactions Act (UETA). Purchaser acknowledges and agrees that the electronic signature appearing on this Qualification Statement is equivalent to a handwritten signature for purposes of validity and enforceability. If Purchaser executes this Qualification Statement via electronic signature, such party represents and warrants that:</p> <ul style="list-style-type: none"> <li>(i) Purchaser has controls in place to ensure compliance with applicable laws governing electronic transactions, including, without limitation, the E-SIGN Act and UETA, and electronic records, retained by Purchaser will be stored to prevent unauthorized access to or unauthorized alteration of the electronic signature and associated records;</li> <li>(ii) Purchaser's creation and maintenance of its electronic signature, and storage of its copy of the fully executed Qualification Statement, will be in compliance with applicable laws governing electronic transactions to ensure admissibility of such electronic signature and related electronic records in a legal proceeding;</li> <li>(iii) Purchaser has controls and systems in place to provide necessary information, including, but not limited to, Purchaser's business practices and methods, for record keeping and audit trails, including audit trails regarding such party's electronic signature to this Qualification Statement.</li> </ul> <p>Purchaser understands that the above certifications,</p>

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		<p>representations, and warranties are made for the purpose of qualifying Purchaser as a “qualified bidder” at the Loan Sale. Purchaser also agrees to update this Qualification Statement submission if any material changes occur that in any way alters the information and responses provided herein, between the execution date of this Qualification Statement and the date that Purchaser’s deposit is returned or the date that the sale of the Mortgage Loan closes, whichever occurs first.</p>
p11, iii	<p>(iii)Administrative sanctions, claims, and penalties by HUD pursuant to 24 C.F.R. Parts 24, 28, and 30. The Bidder and the person signing on behalf of the Bidder certify that the information provided on this form and in any accompanying documentation is true and accurate.</p>	<p>(iii)Administrative sanctions, claims, and penalties by HUD pursuant to 24 C.F.R. Parts 24, 28, and 30.</p> <p>The Purchaser and the person signing on behalf of the Purchaser certify that the information provided on this form and in any accompanying documentation is true and accurate</p>





