

~~U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION
ESCROW AGREEMENT
MINOR MOVABLE EQUIPMENT~~

Minor Movable
Equipment Escrow
Agreement
Section 232

U.S. Department of Housing and
Urban Development
Office of Healthcare Programs

OMB Approval No. 9999-9999
(exp. mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 1 hour. 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. Response to this request for information is required in order to receive the benefits to be derived. 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. No confidentiality is assured.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

WHEREAS, _____, an _____
_____ organized and existing under the laws of the State of _____ (hereinafter called
“Owner”), is the owner of a project located in _____, County of _____ identified as FHA Project
No. _____ (hereinafter called “Project”), which Project has been, is being, or will be
constructed from the proceeds of a mortgage loan (hereinafter called “Mortgage Loan”) from the
_____, a _____ (hereinafter called
“Mortgagee”) to Owner with respect to which Mortgage Loan the Federal Housing Commissioner (“hereinafter
called “Commissioner”) has issued its Commitment for Insurance of Advances (the “Commitment”, and
without which insurance financing of the construction of the Project as proposed by Owner could not be
obtained; and

WHEREAS, said Commitment is conditioned upon assurance that additional funds be made available
for Project purposes during and after the course of construction for the purchase of the initial minor movable
equipment needed in order to operate the Project as to which funds are not available under the Building Loan
Agreement if and to the extent that the income from the Project, at the time, is insufficient to make such
purchases.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That the Owner has deposited \$ _____ with Mortgagee (hereinafter called
“Depository”), in the form of cash (hereinafter called the “Deposit”), receipt of which is acknowledged by
Depository, to be held and disbursed by Depository as hereinafter set out.
2. The Deposit shall be held subject to disbursement at the direction of the Commissioner until

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final endorsement of the mortgage loan. Disbursement from the escrow may be authorized by the Commissioner from time to time in order to make the purchases described in the second preamble to this Agreement and pay all expenses relating thereto and to reimburse the Owner for any such purchases and expenses.

3. The Deposit shall be subject to disbursement until the Commissioner is satisfied that all minor movable items of equipment needed in order to operate the Project initially have been purchased by the Owner and that all expenses relating thereto have been paid in full.

4. The Deposit, if in the form of cash, shall be held by said Depository in such interest-bearing obligations of, or fully guaranteed by, the United States of America, as shall be designated from time to time by the Owner.

5. It is understood and agreed that promptly after Depository receives written notice from the Commissioner that the Deposit is no longer subject to disbursement as is provided in Paragraph 3 hereof, the balance of the Deposit shall be returned by Depository to Owner, with all accrued interest.

6. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Owner and Mortgagee have executed this Agreement as of the ___ day of _____, 2009.

{Owner}

By:

By: _____

{Mortgagee}

By: _____

Intending to be legally bound, the undersigned agrees to act as Depository pursuant to the foregoing Agreement.

{Depository}

By: _____
