

Twin Capital Partners, Inc.

Required Docs for Closing

1. Executive Summary, which includes an overview, sponsor, location, description, financial need, exit strategy, and competitive advantage for the project. Also include information about the borrower including a track record of past projects.
2. All applicable corporate paperwork
3. Land acquisition contract (if real estate secured)
4. UCC-1 Showing all current liens on property
5. Assignment of construction contract, plans and specifications, and any sub-contracts.
6. Title policy insuring Twin Capital Partners, Inc. for the benefit of lender
7. Proof of liability insurance for injury and damage to persons and property in the amount of Five Million Dollars. Must be provided to lender within (30) days after the date of closing.
8. Insurance coverage on standard form ALS 1976, containing form number BFU 438 loss payee clause in lender's favor issued by an insurer with a rating of at least "A" rating for the previous five consecutive years from most recent edition of Best Key Rating Guide Property – Casualty.
9. Two sets of true and complete final plans and specifications for the improvements on the project.
10. A true and complete copy of the land purchase contract and the construction contract, if any, in form and substance acceptable to Lender.
11. A true and complete copy of all subcontracts.
12. A detailed itemized cost breakdown or construction budget signed by borrower showing total cash requirement for total cost of the project.
13. A schedule of the estimated amount and time of disbursement of each advance by lender
14. Evidence that the project is in borrower's possession free and clear of any liens or other encumbrances, excluding liens and encumbrances related to the

transaction contemplated herein upon closing of that certain land purchase contract.

15. A report prepared by an architect or engineer, approved by Lender, to approve the plans and verify the reasonableness of the cost breakdown.
16. A true and complete copy of all permits, licenses and environmental reports and clearances required by any governmental body or agency having jurisdiction over the construction and operation of the improvements, permitting construction in accordance with the final plans.
17. A letter from the appropriate governmental authorities or utilities stating that sewer, water, gas, and electricity services are available to the project.
18. Proof that the project is one or more legal lots in compliance with all applicable laws, ordinances and, and regulations respecting subdivision and platting
19. Proof of zoning of classification, which will permit construction, and operation of the improvements.
20. Evidence that the project is contiguous to publicly dedicated streets, roads, or highways.
21. A true and complete copy of a current boundary survey of the Project.
22. A true and complete copy of a site plan of the project showing dimensions and locations of all improvements to be built as of the date of closing.
23. A Soils Report satisfactory to Lender and prepared by a Soils Engineer acceptable to Lender.
24. An opinion of the attorney for borrower that:
 - a. Borrower has the requisite power and authority to own, lease and operate property.
 - b. Loan documents have been duly authorized and properly executed and delivered by Borrower.
 - c. Loan documents are valid and binding obligations of borrower, enforceable in accordance with their terms.
 - d. To such attorney's actual knowledge, there are no material legal or administrative proceedings pending or threatened against or affecting Borrower, or the property.

- e. To such attorney's knowledge, the execution, delivery and performance of the loan documents by borrower do not violate any law, regulation, order, mortgage, contract, or other agreement affecting borrower.
 - f. To such attorney's knowledge, the use and condition of the property does not violate any zoning, building, subdivision, environmental and other applicable laws, rules, and regulations
25. Copies of signed letters of intents in form approved by lender and with tenants, if any acceptable to Lender.
26. Borrower shall represent and warrant that they have inspected the property and that hazardous substances are not being generated, stored, or disposed of on the property.
27. A certification from a geotechnical engineer certifying that, after due inspection and testing of the property, it is of the opinion that the property is not contaminated y hazardous substances and that hazardous substances have not been generated, stored or disposed of on the property in violation of any local, state or federal law.
28. A certificate from the current owner of the property certifying that it is not aware of hazardous substances being generated, stored or disposed of on the property in violation of any local, state or federal law, and to the best of its knowledge, hazardous substances have never been generated, stored or located on the property in violation of any local, state or federal law.
29. Complete and recent appraisal of completed or future value of project.