



BALCH & BINGHAM LLP

Alabama • Georgia • Mississippi • Washington, D.C.

TCAP CLOSING CHECKLIST

\$ _____ TCAP LOAN

FROM

Mississippi Home Corporation

TO

**Matthew P. McLaughlin, Esq.
Tara P. Ellis, Esq.
BALCH & BINGHAM LLP
401 East Capitol Street, Suite 200
Jackson, MS 39201
Phone: (601) 961-9900**

CONTACT INFORMATION

<p>A</p> <p align="center">Lender (L)</p> <p align="center">Mississippi Home Corporation</p> <p align="center">Charles Morris</p>	<p>B</p> <p align="center">Lender's Counsel (LC)</p> <p align="center">Balch & Bingham LLP</p> <p align="center">Matthew P. McLaughlin, Esq Tara P. Ellis, Esq. mmclaughlin@balch.com tellis@balch.com</p>
<p>Address: 735 Riverside Drive Jackson, Mississippi 39201</p>	<p>Address 401 East Capitol Street, Suite 200 Jackson, Mississippi 39202</p>
<p>Phone #: 601-718-4642</p>	<p>Phone #: 601-965-8162 (McLaughlin); 601-965-8165 (Ellis)</p>
<p>Fax #:</p>	<p>Fax #: 866-811-7321</p>
<p>C</p> <p align="center">Borrower (B)</p> <p align="center">Borrower</p> <p align="center">Contact Email address</p>	<p>D</p> <p align="center">Borrower's Counsel (BC)</p> <p align="center">Borrower's Counsel</p> <p align="center">Contact Email address</p>
<p>Address:</p>	<p>Address</p>
<p>Phone #:</p>	<p>Phone #:</p>
<p>Fax #:</p>	<p>Fax #:</p>
<p>E</p> <p align="center">Title Company (TC)</p> <p align="center">Title Company</p> <p align="center">Contact Email address</p>	<p>F</p> <p align="center">Lender's Inspector</p> <p align="center">Lender's Inspector Email address</p>
<p>Firm:</p>	<p>Firm:</p>
<p>Address:</p>	<p>Address</p>
<p>Phone #:</p>	<p>Phone #:</p>
<p>Fax #:</p>	<p>Fax #:</p>
<p>G</p> <p align="center">Syndicator</p> <p align="center">Syndicator</p> <p align="center">Contact Email address</p>	<p>H</p> <p align="center">Syndicator's Counsel</p> <p align="center">Syndicator's Counsel</p> <p align="center">Contact Email address</p>
<p>Address:</p>	<p>Address</p>
<p>Phone #:</p>	<p>Phone #:</p>
<p>Fax #:</p>	<p>Fax #:</p>

L Lender **B** Borrower
LC Lender's Counsel **BC** Borrower's Counsel **TC** Title Company

PROPERTY INFORMATION

Project Name:
Address:
County/Jurisdiction:
Parcel ID:

L Lender **B** Borrower
LC Lender's Counsel **BC** Borrower's Counsel **TC** Title Company

	<u>DOCUMENT</u>	<u>RESPONSIBILITY</u>	<u>STATUS</u>
I.	<u>LOAN DOCUMENTS</u>		
1.	TCAP Written Agreement	LC	
2.	Loan Agreement	LC	
3.	Promissory Note	LC	
4.	Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing	LC	
5.	UCC-1 Financing Statements – Mississippi Secretary of State	LC	
6.	Subordination Agreement	LC	
7.	Certificates of (a) Borrower (b) General Partner	BC/LC	(a) (b)
8.	Opinion of Borrower's Counsel	BC	
II.	<u>TITLE/SURVEY</u>		
9.	Title Work (a) Commitment and Proforma Policy (b) Copies of exception documents (c) Zoning Endorsement (d) ALTA 9 Endorsement	B/LC/TC	(a) (b) (c) (d)
10.	Survey	B/L	
11.	Copy of Warranty Deed	B/BC	
12.	Owner's/Contractor's Affidavit	B/TC	
13.	Land Use Restriction Agreement	B/BC	
14.	Escrow Instruction Letter to the Title Company	LC/TC	
15.	Settlement/Closing Statement	B/L/TC	
16.	Wiring Instructions for Title Company	TC	
III.	<u>PROJECT INFORMATION</u>		
17.	Appraisal/Reliance Letter	L/B	
18.	Phase I Environmental Assessment Report/Reliance Letter	B/BC	
19.	Soils Report/Reliance Letter	B/BC	
20.	Project Plans and Specifications, including Site Plan	B/BC	

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	<u>DOCUMENT</u>	<u>RESPONSIBILITY</u>	<u>STATUS</u>
21.	Project Budget/Draw Schedule	B/BC	
22.	Certificate of Occupancy	B/BC	
23.	Zoning Confirmation Letter	B/BC	
24.	Flood Hazard Certificate	L	
25.	Payment and Performance Bond or Letter of Credit	B/BC	
26.	General Liability Insurance	B/BC	
27.	Worker's Compensation Insurance	B/BC	
28.	Mississippi Home Corporation Tax Credit Application	B/BC	
29.	Priority Loan Commitment	B/BC	
30.	Priority Loan Documents (a) Deed of Trust (b) Note (c) Guaranties (if applicable) (d) Loan Agreement (e) Other Loan Documents	B/BC	(a) (b) (c) (d) (e)
31.	Mississippi Home Corporation Tax Credit Reservation Letter/Package	B/BC	
32.	Mississippi Home Corporation Carryover Allocation Agreement	B/BC	
33.	Letter of Intent from Equity Provider	B/BC	
34.	Management Agreement	B/BC	
35.	Development Agreement (including all Amendments)	B/BC	
36.	Market Study Certification	B/BC	
37.	Form of Tenant Lease	B/BC	
IV. <u>ENTITY INFORMATION</u>			
38.	Organizational Chart for Borrower	B/BC	
39.	As to the Borrower – (Bay Pines, L.P.) (a) Certificate of Limited Partnership (b) Partnership Agreement (c) Certificate of Good Standing (d) Qualification to Transact Business, if applicable (e) Tax Identification Number (f) UCC, Tax Lien and Judgment Searches (state & local) (g) Resolution Authorizing Transaction and Signatories	B/BC	(a) (b) (c) (d) (e) (f) (g)

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	<u>DOCUMENT</u>	<u>RESPONSIBILITY</u>	<u>STATUS</u>
40.	As to the General Partner – () (a) Certificate of Formation (b) Operating Agreement (c) Certificate of Good Standing (d) Qualification to Transact Business, if applicable (e) Tax Identification Number (f) UCC, Tax Lien and Judgment Searches (state & local) (g) Resolution Authorizing Transaction and Signatories	B/BC	(a) (b) (c) (d) (e) (f) (g)
41.	As to the Property Manager – () (a) Certificate of Formation (b) Operating Agreement (c) Good Standing Certificate (d) Evidence of Liability Insurance with Fidelity coverage (e) Licenses (f) Resolution Authorizing Transaction and Signatories	B/BC	(a) (b) (c) (d) (e) (f)
42.	Financial Statements of Borrower (to be sent directly to Lender)	B/L	
<u>V. POST-CLOSING ITEMS</u>			
43.	Recordation of Deed of Trust, Assignment of Rents, etc.	B/TC	
44.	Filing of UCC-1 Financing Statement(s) (obtain file-stamped copies)	B/TC	
45.	Title Update/Final Title Policy	B/TC	
46.	Return of recorded instruments	B/TC	
47.	To be submitted annually to Lender: Borrower's (i) financial statements; (ii) quarterly Rent Rolls; (iii) Operating Statements	B	

This Closing Checklist is provided as a convenience to the parties to the above transaction and in no way modifies the requirements imposed by the Lender.

L Lender B Borrower
 LC Lender's Counsel BC Borrower's Counsel TC Title Company