



Tennessee Housing Development Agency

404 James Robertson Parkway, Suite 1200

Nashville, Tennessee 37243-0900

615/815-2200

Ted R. Fellman
Executive Director

Writer's Phone Number:
615-815-2200

Writer's Fax Number:
615-564-2700

<p style="text-align: center;">INSTRUCTIONS FOR COMPLETING SECTION 1602/TCAP PROGRAM REQUEST FOR PAYMENT FORM</p>

Activity Number: This number will be assigned to each Development by the tax credit staff. This number must be included on each draw request that is submitted.

Request Number: This is the number of the draw request that is being submitted for payment consideration (e.g., 1, 2, 3, final draw).

Item 1 – Total Award Amount: This equals the total amount of Section 1602/TCAP funds awarded.

Item 2 – Less 10% Retainage: This equals 10% of the Section 1602/TCAP funds awarded.

Item 3 – Award Minus 10% Retainage: This equals the Section 1602/TCAP award amount minus the 10% retainage.

Item 4 – Subtract total funds previously requested: This equals the total amount of funds previously requested for this development.

Item 5 – Available Balance: This equals the balance that is available after the previous funds received have been subtracted from the award amount.

Item 6 – Subtract Amount of Current Draw: The Current Draw Equals the amount of Section 1602/TCAP funds requested for this draw.

Item 7 – Balance After Payment: This equals the remaining amount available to draw, excluding retainage.

Item 8 – Request for Retainage: Check the appropriate box and add the 10% retainage. Retainage must be requested last and may not be combined with another draw request.

Item 9 – Total Amount Requested: The amount requested will be either the amount on Line 6 or Line 8.

NOTE on Draw Requests: For a draw request to be processed, copies of the required documentation listed on the "Section 1602/TACP Draw Request and Payment Form" MUST be attached, and the draw request MUST be signed.



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SECTION 1602/TCAP DRAW REQUEST

OWNER CERTIFICATION

THDA Development ID: _____ Date: _____

Development name: _____

Owner name: _____

Contact: _____

Telephone and email: _____

The undersigned Owner of the Development referenced above hereby requests disbursement of funds as set forth in this draw request in accordance with the provisions of the Loan Agreement, the Deed of Trust, the Intercreditor Agreement, the Construction Contract and other contracts entered into or approved by the undersigned (the "Contracts").

The undersigned Owner hereby represents and warrants to Tennessee Housing Development Agency ("THDA") that:

1. all of its representations and warranties contained in the Contracts continue to be true as of the date hereof;
2. there has been no material adverse change in its financial condition from that most recently represented to THDA;
3. it is not in default, and no event of default has occurred, under any of the Contracts;
4. construction has been carried on with reasonable dispatch and has not been discontinued at any time for reasons within the control of Owner. The Development has not been damaged by fire or other casualty. No part of the Development has been taken by eminent domain, and no proceeding or negotiation for any such taking is pending or threatened;
5. construction is progressing in such manner as to insure completion in substantial accordance with the plans and specifications on or before the completion date.
6. all amounts due for labor, materials, services and supplies which constitute or could give rise to a claim for a lien on the Development have been paid or will be paid out of the funds requested hereunder;
7. Owner has notified THDA and its title insurance company in writing of each and every lien, claim for a lien and state of facts which may give rise to a claim for a lien related to the Development;
8. all Assistance Funds disbursed by THDA under the Contracts to date have been applied to pay the entities and individuals the specific amounts listed on each prior draw request;
9. the Assistance Funds requested hereunder shall be applied to pay the entities and individuals in the amounts specifically listed in this draw request dated _____;
10. a true and accurate copy of the corresponding draw request submitted to/approved by Lender is attached; and

11. attached hereto are true and accurate copies of the invoices to be paid, receipts for amounts to be reimbursed to the undersigned, and other verification of amounts to be paid from the proceeds of this draw.

OWNER:

Date: _____

By: _____
(signature or name if not an individual)

(print or type name)

(title)

By: _____
(signature or name if not an individual)

(print or type name)

(title)

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainer, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____



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SECTION 1602/TCAP DRAW REQUEST

ACCOUNTANT CERTIFICATION

THDA Development ID: _____ Date: _____

Development name: _____

Accountant name: _____

Accountant address: _____

City, State, Zip: _____

Contact: _____

Telephone and email: _____



With regard to the Development, the undersigned hereby certifies to THDA that all amounts reflected in the attached draw request for which disbursement of funds is requested are attributable to either (i) eligible basis (within the meaning of Section 42 of the Internal Revenue Code of 1986 (as amended)) or (ii) land.

ACCOUNTANT: _____ Date: _____

By: _____
(signature or name if not an individual)

(print or type name)

(title)

By: _____
(signature or name if not an individual)

(print or type name)

(title)

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainor, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____



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SECTION 1602/TCAP DRAW REQUEST

CONTRACTOR CERTIFICATION

THDA Development ID: _____ Date: _____

Development name: _____

Owner name: _____

Contractor name: _____

Contractor address: _____

City, State, Zip: _____

Contact: _____

Telephone and email: _____

With regard to the Development, the undersigned contractor hereby represents and warrants to THDA that:

1. all of its representations and warranties contained in the construction contract for the Development continue to be true as of the date hereof;
2. it is not in default, and no event of default has occurred, under the construction contract;
3. all amounts due for labor, materials, services and supplies from all contractors, subcontractors, and/or mechanics and materialmen which constitute or could give rise to any claim for a lien on the Development have been paid or will be paid out of the funds requested hereunder;
4. the undersigned has notified THDA and the title insurance company in writing of each and every lien, claim for lien and state of facts which may give rise to a claim lien related to the Development;
5. all work performed on the Development, including that of all the subcontractors, has been done in compliance with the terms of the construction contract, including those related to equal employment opportunity; and
6. a total of \$_____ of the construction contract price (____%), has been paid to date.

CONTRACTOR:

Date: _____

By: _____
(signature or name if not an individual)

(print or type name)

(title)

By: _____
(signature or name if not an individual)

(print or type name)

(title)

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainor, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____



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LIEN WAIVER AFFIDAVIT [FINAL]

BY CONTRACTOR

BEFORE ME, the undersigned authority personally appeared _____ (hereinafter referred to as "Contractor"), of _____, City of _____, County of _____, Tennessee, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

Pursuant to the terms of the Contract dated _____ made by and between the undersigned Contractor and _____ (hereinafter referred to as "Owner"), whereby Contractor agreed to furnish labor, services and/or material for the benefit of Owner the construction of a project known as _____ (the "Project"), located at _____, City of _____, _____ County, Tennessee, legally described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

In consideration of full payment in the sum of \$ _____, said sum being the total aggregate of sums of consideration, including all "statutory or contractual retainage" due Contractor under the terms of the aforementioned Contract, receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Project and/or Property (whether choate or inchoate, and including, without limitations, all mechanic's and materialman's liens under the laws of the State of Tennessee), on account of any materials or services furnished and/or work and labor performed by Contractor or Contractor's employees in connection with the installation and construction of any improvements, fixtures, alterations, and/or additions on or about the Project and/or the Property. The undersigned Contractor further states, acknowledges and affirms that (1) all payments and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished to date, together with all applicable local, state or federal taxes or assessments payable by Contractor, have been paid in full; (2) all labor performed and materials supplied by the undersigned Contractor and Contractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding received to pay for labor and material furnished by the Contractor, Contractor agrees that all mechanics' liens owed by Contractor are subordinate and inferior to the Deed of Trust lien held by the Tennessee Housing Development Agency ("THDA"). The undersigned Contractor further agrees to indemnify and hold Owner and THDA harmless against all liability, cost, and expense, including attorneys' fees and court and other costs, from any claim or action by Contractor or any person claiming by, through, or under Contractor with respect to the representation and waivers in this Lien Waiver Affidavit [Final]. The undersigned Contractor

makes these representations with knowledge and awareness of Tennessee Code Annotated Section 13-23-133 pertaining to false statements intended to influence participation in THDA programs.

EXECUTED this _____ of _____, 20____.

Name of Subcontractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainer, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

The Property



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LIEN WAIVER AFFIDAVIT [FINAL]

BY SUBCONTRACTOR

BEFORE ME, the undersigned authority personally appeared _____ of _____, City of _____, County of _____, (hereinafter referred to as "Subcontractor"), known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

Pursuant to an Agreement made by and between undersigned Subcontractor and _____ (hereinafter referred to as "Contractor"), whereby Subcontractor agreed to furnish labor, services and/or material for the construction of a project known as _____ (the "Project"), located at _____, City of _____, County, Tennessee legally described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property") and owned by _____ ("Owner"); and

In consideration of full payment in the sum of \$ _____ receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims, actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Contractor, Project and/or the Property (whether choate or inchoate, and including, without limitations, all mechanics and materialmen's liens under the laws of the State of Tennessee), on account of any materials or services furnished and/or labor or work performed by the undersigned Subcontractor or Subcontractor's employees in connection with the installation and construction of any improvements, fixtures, alterations, and/or additions on or about the Project and/or the Property. The undersigned Subcontractor further states, acknowledges and affirms that (1) all payments and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished to date, together with all applicable local, state or federal taxes or assessments payable by Subcontractor, have been paid in full; (2) all labor performed and materials supplied by the undersigned Subcontractor and Subcontractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) the all labor was performed in a good and workmanlike manner. For the funding received to pay for labor and material furnished by the undersigned Subcontractor or Contractor, the undersigned Subcontractor agrees that all mechanics's liens owed by Subcontractor are subordinate and inferior to the deed of trust lien held by the Tennessee Housing Development Agency lending money for construction on the Property ("THDA"). The undersigned Subcontractor further agrees to indemnify and hold Owner and THDA harmless against all liability, cost, and expense, including attorney's fees and court and other costs, from any claim or action by Subcontractor or any person claiming by, through, or under Subcontractor with respect to the representation and waivers in this Lien Waiver Affidavit [Final]. The

undersigned Contractor makes these representations with knowledge and awareness of Tennessee Code Annotated Section 13-23-133 pertaining to false statements intended to influence participation in THDA programs.

EXECUTED this _____ of _____, 20____.

Name of Subcontractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainor, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

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LIEN WAIVER AFFIDAVIT [INTERIM]

BY CONTRACTOR

BEFORE ME, the undersigned authority personally appeared _____ (hereinafter referred to as "Contractor"), of _____, City of _____, County of _____, Tennessee, known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

Pursuant to the terms of the Contract dated _____ made by and between the undersigned Contractor and _____ (hereinafter referred to as "Owner"), whereby Contractor agreed to furnish labor, services and/or material for the benefit of Owner the construction of a project known as _____ (the "Project"), located at _____, City of _____, _____ County, Tennessee, legally described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

In consideration of payment in the sum of \$ _____, receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the Contractor accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Project and/or Property (whether choate or inchoate, and including, without limitations, all mechanic's and materialman's liens under the laws of the State of Tennessee), on account of any materials or services furnished and/or work and labor performed by Contractor or Contractor's employees in connection with the installation and construction of any improvements, fixtures, alterations, and/or additions on or about the Project and/or the Property through _____ (date) (except as set forth in writing attached hereto) (hereinafter referred to as the "Cutoff Date"). The undersigned Contractor further states, acknowledges and affirms that as of the date hereof (1) all payments, exclusive of retainage, and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished as of the Cutoff Date, together with all applicable local, state or federal taxes or assessments payable by Contractor, have been paid; (2) all labor performed and materials supplied by the undersigned Contractor and Contractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding received to pay for labor and material furnished by the Contractor, Contractor agrees that all mechanics' liens owed by Contractor are subordinate and inferior to the Deed of Trust lien held by the Tennessee Housing Development Agency ("THDA"). The undersigned Contractor further agrees to indemnify and hold Owner and THDA harmless against all liability, cost and expense, including attorneys' fees and court and other costs, from

any claim or action by Contractor or any person claiming by, through, or under Contractor with respect to the representation and waivers in this Lien Waiver Affidavit [Interim]. The undersigned Contractor makes these representations with knowledge and awareness of Tennessee Code Annotated Section 13-23-133 pertaining to false statements intended to influence participation in THDA programs.

EXECUTED this _____ day of _____, 20____.

Name of Contractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainer, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

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LIEN WAIVER AFFIDAVIT [INTERIM]

BY SUBCONTRACTOR

BEFORE ME, the undersigned authority personally appeared _____ of _____ City of _____, County of _____, (hereinafter referred to as "Subcontractor"), known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

Pursuant to an Agreement made by and between undersigned Subcontractor and _____ (hereinafter referred to as "Contractor"), whereby Subcontractor agreed to furnish labor, services and/or material for the construction of a project known as _____ (the "Project"), located at _____, City of _____, County, Tennessee legally described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property") and owned by _____ ("Owner"); and

In consideration of payment in the sum of \$ _____ receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the Subcontractor accruing, do hereby waive, release and quit claim any and all liens, lien rights, claims, actions, rights, remedies and demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the Owner, Contractor, Project and/or the Property (whether choate or inchoate, and including, without limitations, all mechanic's and materialman's liens under the laws of the State of Tennessee), on account of any materials or services furnished and/or labor or work performed by the undersigned Subcontractor or Subcontractor's employees in connection with the installation and construction of any improvements, fixtures, alterations, and/or additions on or about the Project and/or the Property through _____ (date) (except as set forth in writing attached hereto) (hereinafter referred to as the "Cutoff Date"). The undersigned Subcontractor further states, acknowledges and affirms that as of the date hereof (1) all payments, exclusive of retainage, and sums due to all vendors, suppliers, subcontractors, employees of the undersigned for all services performed and materials and/or equipment furnished as of the Cutoff Date have been paid, together with all applicable local, state or federal taxes or assessments payable by Subcontractor; (2) all labor performed and materials supplied by the undersigned Subcontractor and Subcontractor's vendors, suppliers, subcontractors or employees on the Project were in accordance with the plans and specification; and (3) all labor was performed in a good and workmanlike manner. For the funding received to pay for labor and material furnished by the undersigned Subcontractor or Contractor, the undersigned Subcontractor agrees that all mechanics' liens owed by Subcontractor are subordinate and inferior to the Deed of Trust lien held by the Tennessee Housing Development Agency ("THDA"). The undersigned Subcontractor further agrees to indemnify and hold Owner and the THDA harmless against all liability, cost, and expense, including attorney's fees and court and other costs, from any claim or action by Subcontractor or any person claiming by, through, or under Subcontractor with respect to the

representation and waivers in this Lien Waiver Affidavit [Interim]. The undersigned Contractor makes these representations with knowledge and awareness of Tennessee Code Annotated Section 13-23-133 pertaining to false statements intended to influence participation in THDA programs.

EXECUTED this _____ of _____, 20____.

Name of Subcontractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, _____, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the _____ of _____, the within named bargainer, and that she/he, as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself/himself as _____.

Witness my hand and seal, at office, this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

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The Property