**Draw Request**

“Lender”: TRUIST BANK DRAW REQUEST NUMBER:

“Borrower”: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TRUIST BANK LOAN #:

“Project”: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_

In accordance with the [*Agreement Relating to Note/Loan Agreement*] (the “**Agreement**”) between Borrower and Lender, dated \_\_\_\_\_\_\_\_\_\_\_\_, including the Construction Loan Rider (“**Rider**”), Borrower authorizes and requests that $\_\_\_\_\_\_ be advanced from Loan proceeds [*and $\_\_\_\_\_\_ be advanced from Borrower’s equity deposit with Lender]*. The proceeds should be credited to Borrower’s account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at Truist Bank. The amount requested above is determined as follows:

|  |  |
| --- | --- |
| 1. Current payment due contractor (See AIA Document G 702 [or acceptable like form] attached hereto) for hard costs: | $  |
| 2. Current payments due for non-construction soft costs: | $  |
| 3. Total amount requested: | $  |
|  |  |

*Complete the following only when applicable:* Further, Borrower authorizes and requests Lender to pay: \_\_\_\_ loan interest; \_\_\_ inspection fees (check as appropriate) in accordance with the Agreement as follows:

\_\_\_ Draft referenced account after proceeds from this draw request have been deposited; or

\_\_\_ Pay Truist Bank directly for checked items from funds requested in draw and deposit

 remainder of funds into referenced account.

The undersigned Borrower does hereby certify, as of the date hereof: that all items for which previous certificates were issued and advances received have been paid; that all sums included in this advance will be, and all sums previously advanced under the Agreement have been used exclusively for items set forth in the Lender approved sources and uses of funds budget, including only payment for labor and materials incorporated into the construction of the Project and other approved expenses of the Project; that the warranties and representations of Borrower in the Loan Documents (as defined in the Agreement) are hereby restated, ratified and confirmed; that there is no default under the Loan Documents; that there are no offsets, counterclaims or defenses against the indebtedness which is the subject of the Loan Documents; that there are no liens of record against the Project or any portion thereof arising out of the supplying of labor, material and/or services in connection with the construction thereof; and that no party other than Borrower and Lender owns or claims, or has a right to claim, any interest in or lien or encumbrance on the Project, except for ad valorem taxes not due and payable and rights to liens to be dissolved upon payment of the advance hereby requested. *[Optional language to appoint a new Authorized Signer:]* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby designated and authorized to sign future draw requests on behalf of Borrower in connection with the Loan.*

Borrower certifies the following indicated items are attached hereto and are true, correct and complete, and acknowledges request is incomplete without the following items, as applicable:

\_\_\_ a. Draw Request in form required by the Agreement, signed by authorized representative of Borrower

\_\_\_ b Spread sheet detailing the specific budget line items from which funds are being requested

\_\_\_ c. AIA G702 & G703s (or acceptable like form), signed by contractor (and architect, if applicable) supporting hard cost funds being requested, if any

\_\_\_ d. Copies of any invoices and backup required by Lender for all soft cost funds being requested

AUTHORIZED SIGNER:

By: Date:

Name:

Title:

**IF FLORIDA TRANSACTION ADD THE FOLLOWING:**

**The Borrower hereby acknowledges receipt from Truist Bank of the following notice:**

**WARNING!**

**YOUR LENDER IS MAKING A LOAN DISBURSEMENT DIRECTLY TO YOU AS THE BORROWER, OR JOINTLY TO YOU AND ANOTHER PARTY. TO PROTECT YOURSELF FROM HAVING TO PAY TWICE FOR THE SAME LABOR, SERVICES, OR MATERIALS USED IN MAKING THE IMPROVEMENTS TO YOUR PROPERTY, BE SURE THAT YOU REQUIRE YOUR CONTRACTOR TO GIVE YOU LIEN RELEASES FROM EACH LIENOR WHO HAS SENT YOU A NOTICE TO OWNER EACH TIME YOU MAKE A PAYMENT TO YOUR CONTRACTOR.**

**ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

By: Date:

Name:

Title: