

## Exhibit 2

### SAMPLE CLOSING CHECKLIST

A Closing Checklist is required for each loan included in a commercial mortgage-backed securitization. This Checklist, completed by the Closing Agent, becomes a written notice to Servicers and Trustees as to the loan structure and all underlying documents evidencing that structure. It is assumed that the Closing Agent will deliver the documents to the Trustee in the order that the documents appear on the Closing Checklist.

The Closing Checklist should be substantially in the form outlined by the Task Force and should contain these critical elements:

- 1) A complete Notice section so that all parties can identify the loans and research discrepancies,
- 2) A complete list of documents being delivered and their status (original, copy, unrecorded, recorded, etc.)
- 3) For cross-collateralized loans, a complete description of which properties are covered by each document, and
- 4) Acknowledgement of the documents by the Receiver.

Subsequent delivery of follow-up documents should identify:

- 1) An updated list of document being delivered and their status (original, copy, unrecorded, recorded, etc.)
- 2) For cross-collateralized loans, a complete description of which properties are covered by each document, and
- 3) An indication as to whether the delivery represents the final delivery of documents for that loan, and
- 4) Acknowledgement of the documents by the Receiver.

Both the Closing Agent and the Receiver are responsible for ensuring that the document delivery is acknowledged.

**Checklist Cover Sheet**

**Mandatory information to be contained in the cover letter**

Client Name and Client Loan #: \_\_\_\_\_  
MERS ID (if applicable) \_\_\_\_\_  
Closing Date: \_\_\_\_\_  
Note Amount: \_\_\_\_\_  
Consolidated: Yes \_\_\_\_\_ No \_\_\_\_\_

Borrower Name(s): \_\_\_\_\_  
Number of Properties: \_\_\_\_\_  
Property Name(s) and Address(es): \_\_\_\_\_  
Property Type(s): \_\_\_\_\_  
Express Mail Tracking Number \_\_\_\_\_

Closing Contact: \_\_\_\_\_  
Phone/Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Closing Agent: \_\_\_\_\_  
Phone/Fax Numbers: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Client Contact: \_\_\_\_\_  
Phone/Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## DOCUMENT DELIVERY CHECKLIST

Loan Number \_\_\_\_\_

Date \_\_\_\_\_

**Check one:** Initial delivery \_\_\_\_\_ Trailing documents \_\_\_\_\_ Final delivery \_\_\_\_\_

### CRITICAL DOCUMENTS:

	DOCUMENT NAME	REQUIRED	ENCLOSED	STATUS
A.	Promissory Note	<sup>1</sup>	<sup>2</sup>	<sup>3</sup>
B.	Allonge(s)/Endorsements Endorsed to _____ List complete chain			
C.	Letters of Credit (list separately) Beneficiary _____ Is this an Essential Letter of Credit <sup>4</sup>			
D.	Letter of Credit Rider to the Closing Checklist List all terms including Beneficiary, Amount, Expiration Date, Transferability, Issuing Bank and Address			
E.	Assignment of Letters of Credit Assignee _____			
F.	Ground Lease Include Amendments, Modifications and Extensions			
G.	Memorandum of Lease (Ground Lease)			
H.	Ground Lease Estoppel			

### BASIC AND TRANSFER DOCUMENTS

	DOCUMENT NAME	REQUIRED	ENCLOSED	STATUS
1.	Mortgage(s)/Deed of Trust(s) and Security Agreement			
2.	Interim Assignment of Mortgage/Deed of Trust Assignee (if any) _____			
3.	Assignment of Mortgage/Deed of Trust Assignee Blank or Trust _____			
4.	Consolidation Agreement List all underlying notes			
5.	Assignment(s) of Leases and Rents			
6.	Interim Assignment of Assignment of Leases and Rents Assignee (if any) _____			
7.	Assignment of Assignment of Leases and Rents Assignee Blank or Trust _____			
8.	Title Policy			

<sup>1</sup> Indicate whether or not the document is part of the loan structure.

<sup>2</sup> Applies to this delivery only - do not list if documents were previously sent.

<sup>3</sup> Indicate if the document is an original, jurisdiction certified copy or copy

For Recordable documents - Indicate if the document is recorded, sent for recordation, not sent for recordation

<sup>4</sup> Essential Letters of Credit are in an amount greater to the lesser of (i) 5% of the principal amount of the loan or (ii) \$500,000.

9.	Preliminary Evidence of Title Type _____			
10.	UCC-1 Financing Statement - State = _____			
11.	Interim UCC - 3 Assignment State = _____ Assignee = _____			
12.	Interim UCC - 3 Assignment State = _____ Assignee = <u>Blank or Trust</u>			
13.	UCC-1 Financing Statement - County = _____			
14.	UCC - 3 Assignment County = _____ Assignee = _____			
15.	UCC - 3 Assignment County = _____ Assignee = <u>Blank or Trust</u>			
16.	UCC-1 Financing Statement - Fixture Filing Jurisdiction = _____			
17.	UCC- 3 Assignment Fixture Filing Jurisdiction = _____ Assignee = _____			
18.	UCC - 3 Assignment Jurisdiction = _____ Assignee = <u>Blank or Trust</u>			
19.	UCC-1 Financing Statement - Other Filing Jurisdiction = _____			
20.	UCC- 3 Assignment Other Filing Jurisdiction = _____ Assignee = _____			
21.	UCC - 3 Assignment Other Filing Jurisdiction = _____ Assignee = <u>Blank or Trust</u>			
22.	Loan Agreement			
23.	Reserve or Escrow Agreement List if multiple Agreements			
24.	Cash Management or Lockbox Agreement			
25.	Security Agreement (if separate from Mortgage)			
26.	Guaranty/Indemnity Agreement (applies to all non- recourse events)			
27.	Environmental Indemnity			

### SPECIALIZED PROPERTY DOCUMENTS

	DOCUMENT NAME	REQUIRED	ENCLOSED	STATUS
	List all other collateral <sup>5</sup> being delivered such as:			
28.	For Franchise Loans Franchise Agreement			
29.	For Hotels Comfort Letters/Tri-Party Letters (list all parties)			

### OTHER DOCUMENTS

	DOCUMENT NAME	REQUIRED	ENCLOSED	STATUS
30.	List each document			
31.	List each document			

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<sup>5</sup> The Checklist documents should match the headings listed on the individual documents. Documents should be sent in the order listed on the Checklist.

## CUSTODIAL ACKNOWLEDGEMENT

DATE:

TO:

On behalf of \_\_\_\_\_ in its capacity as document custodian, the undersigned acknowledges receipt of the documents described above unless noted. \_\_\_\_\_ makes no representations as to the condition, validity, legality, enforceability, recordability, genuineness or due authorization of any of the described documents. \_\_\_\_\_ has not conducted and will not conduct an independent review of the documents other than as specifically outlined in the applicable custodial agreement, pooling and servicing agreement, bailee agreement, or other agreement by which \_\_\_\_\_ has agreed to act as document custodian.

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_